



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **AS-0**

May 29, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**SECOND-STORY GRAFFITI REMOVAL SERVICES
SUPERVISORIAL DISTRICTS 1, 2, 4, AND 5
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the contract work is exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Find that these services can be more economically performed by an independent contractor than by County employees.
3. Award two contracts for Second-Story Graffiti Removal Services in the annual sum of \$36,120 for Supervisorial Districts 1 and 4, and \$33,600 for Supervisorial Districts 2 and 5 to Superior Property Services, Inc., located in Santa Ana, California, and direct the Chair to execute these contracts. These contracts will be for a period of one year commencing on July 1, 2007, or upon Board approval, whichever occurs last, with three 1-year renewal options, not to exceed a total contract period of four years. Funds are available in Public Works' 2007-08 Special Road Districts, Public Ways/Public Facilities, and Road Funds.
4. Delegate authority to the Director of Public Works to annually expend up to an additional 25 percent of the annual contract sum for unforeseen, additional work within the scope of the contracts, if required.

5. Authorize the Director to renew the contract for each additional renewal option if, in the opinion of the Director, the contractor has successfully performed the previous contract period and the services are still required; to approve contractor's entity change in accordance with the Board's policy on contractor mergers/acquisition; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend it if, in the opinion of the Director, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

These contracts are for prompt removal of graffiti on private, residential, commercial, and industrial structures within the zero-tolerance graffiti abatement zones in Supervisorial Districts 1, 2, 4, and 5. A prompt cleanup is considered preventative from the standpoint that if the marks do not remain for long periods, vandals' satisfaction from seeing their marks and having others see them is limited. The potential for fame and recognition, a key motivator for graffiti vandals is directly impacted when the graffiti is quickly removed or buffed out. In severely affected areas, cleanups are essential components of fighting the downward spiral of neighborhood deterioration. Public Works has contracted for these services since 2004. The purpose of this action is to continue contracting for these services.

Implementation of Strategic Plan Goals

The award of these contracts is consistent with the County Strategic Plan Goals of Organizational Effectiveness and Fiscal Responsibility as the contractor has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive and cost-effective manner.

FISCAL IMPACT/FINANCING

These contracts are for an annual amount not to exceed \$36,120 for Supervisorial Districts 1 and 4, and \$33,600 for Supervisorial Districts 2 and 5, plus 25 percent for unforeseen, additional work within the scope of work of the contracts. These amounts are based on Public Works' estimated annual requirements for the service at the monthly rates quoted by the contractor. These contracts will commence upon July 1, 2007, or upon Board approval, whichever occurs last, for a period of one year with three 1-year renewal options, not to exceed four years.

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Financing for these services is included in Public Works' 2007-08 Special Road Districts, Public Ways/Public Facilities, and Road Funds. Funds to finance these contracts' renewal years will be made through Public Works' annual budget process.

Using methodology approved by the Auditor-Controller, Public Works has calculated the cost-effectiveness of contracting for these services. Based on the cost calculations, Public Works has determined that these services can be more economically performed by an independent contractor than by County employees. These Proposition A contracts do not allow for a cost-of-living adjustment for the optional years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed contracts have been executed by the contractor and approved as to form by County Counsel.

This work is being contracted in accordance with procedures authorized under County Charter Section 44.7, Part 3, and Chapter 2.121 (Contracting with Private Business) of the Los Angeles County Code. The mandatory requirements for contracting set forth in County Code Section 2.121.380 have been met.

Since these are Proposition A contracts, Public Works has determined that the contractor complies with the requirements of the Living Wage Program (Los Angeles County Code Chapter 2.201) and agrees to pay its full-time employees providing County services a living wage rate of \$11.84 per hour without health benefits.

Public Works has accessed available resources to review and assess the proposed contractor's past performance, history of Labor Law violations, and prior performance on County contracts.

ENVIRONMENTAL DOCUMENTATION

These services are exempt from CEQA pursuant to Section 15301 of the State CEQA Guidelines.

CONTRACTING PROCESS

On February 21, 2007, Public Works solicited proposals from 186 independent contractors and community business enterprises to accomplish this work. Also, a notice of the Request for Proposals (RFP) was placed on the County's bid website (Enclosure A), and an advertisement was placed in the *Los Angeles Times*.

Pursuant to the applicable memorandum of understanding, the RFP for these contracted services was submitted on February 22, 2007, to the Local 660 Union for review before being released to the public. The Union has not asked to meet with Public Works.

On March 21, 2007, one proposal was received for each of the two areas. The proposal was first reviewed to ensure it met the mandatory requirements outlined in the RFP. The proposal, having met these requirements, was then evaluated by an evaluation committee consisting of Public Works staff. The committee's evaluation was based on criteria described in the RFP, which included the price, experience, work plan/staffing plan, financial resources, references, and payroll/labor controls. Based on this evaluation, it is recommended that these contracts be awarded to Superior Property Services, Inc., located in Santa Ana, California. Public Works believes the contractor's price to be reasonable for the work requested.

Enclosure B reflects the proposer's minority participation. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

These contracts contain terms and conditions supporting Board-sponsored policies, such as contractor responsibility and debarment, jury service requirements, the Safely Surrendered Baby Law, and charitable activities compliance.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned (or started).

As requested by your Board, the contractor has submitted a safety record that reflects its past activities have been conducted according to reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be requested to perform services that will exceed the contract's approved amount, scope of work, terms and conditions, and/or duration.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of these contracts will not result in the displacement of any County employees as these services are presently contracted with the private sector.

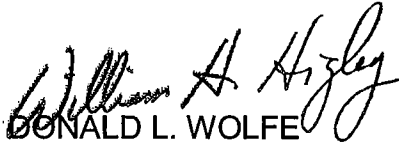
The Honorable Board of Supervisors
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CONCLUSION

Enclosed are three copies of each contract. Upon approval, please return the Contractor Execute and Department Conform copies to this office. The original Board Execute copy should be retained for your files.

One adopted copy of this letter is requested.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "William A. Higley", is written over the printed name "DONALD L. WOLFE".

Director of Public Works

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Enc. 8

cc: Office of Affirmative Action Compliance
Chief Administrative Office
County Counsel

Bid Detail Information

Bid Number : PW-ASD 653
Bid Title : SECOND-STORY GRAFFITI REMOVAL SERVICES
Bid Type : Service
Department : Public Works
Commodity : GRAFFITI REMOVAL SERVICES
Open Date : 2/21/2007
Closing Date : 3/6/2007 2:00 PM
Bid Amount : N/A
Bid Download : Not Available
Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for two contracts for Second-Story Graffiti Removal Services (2007-PA012). The total annual cost of this service in Supervisorial Districts 1 and 4 is estimated to be \$20,000 and in Supervisorial Districts 2 and 5 is estimated to be \$35,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be requested by accessing this link at <ftp://dpwftp.co.la.ca.us/solicitationdocuments/secondstorygraffiti.pdf> or from Ms. Leslie Schenk at (626) 458 7334, Monday through Thursday, 7 a.m. to 5 p.m.
Each area will be evaluated and awarded independently.
Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document, including, but not limited to, possessing, at the time of proposal submission, a valid and active C-33 State Contractor's license and the Proposer or its managing employee must have a minimum of three years' experience performing the type of service solicited.

A Proposers' Conference will be held on Tuesday, March 6, 2007, at 2:00 p.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in the Alhambra Room. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the Conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the Conference, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Wednesday, March 21, 2007, at 1 p.m. Please direct your questions to Ms. Schenk at the number above.
Contact Name : LESLIE SCHENK
Contact Phone# : (626) 458-7334
Contact Email : LSCHENK@DPW.LACOUNTY.GOV
Last Changed On : 2/23/2007 9:29:23 AM

[Back to Last Window](#)

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: Superior Property Services, Inc.

My County (WebVen) Vendor Number: 51739001

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

<input type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input type="checkbox"/> I AM	
<input checked="" type="checkbox"/> As an eligible ^{state} local SBE, I request this proposal/bid be considered for the Local SBE Preference. (see attached)	

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners):						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino		1	2	1	20	10
Asian or Pacific Islander						
American Indian						
Filipino						
White	2					

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	98 %
Women	%	2 %	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title: President	Date: 3/20/01
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AGREEMENT FOR

SECOND-STORY GRAFFITI REMOVAL SERVICES SD 1 AND 4

THIS AGREEMENT, made and entered into this 29TH day of MAY, 2007, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY), and SUPERIOR PROPERTY SERVICES, INC., a Corporation, (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on March 21, 2007, hereby agrees to provide services as described in the attached specifications for Second-Story Graffiti Removal Services, including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Area Maps; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract documents.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$36,120 per year (Maximum Contract Sum), or such greater amount as the Board may approve.

FOURTH: This Contract's initial term shall be for a period of one year commencing on July 1, 2007, or Board approval, whichever occurs last. At the discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of four years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term.

FIFTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Form PW-2, Schedule of Prices.

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SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

ELEVENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT, including, but not limited to, Exhibits A through E, inclusive, the COUNTY'S provisions shall control and be binding.

TWELFTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

THIRTEENTH: This Contract constitutes the entire AGREEMENT between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By *[Signature]*
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By *[Signature]*
Deputy



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Directors

By *[Signature]*
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel
By *[Signature]*
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

63 MAY 29 2007

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

SUPERIOR PROPERTY SERVICES,
INC.

By *[Signature]*
Its President

LARRY De CRONA
Type or Print Name

By *[Signature]*
Its Secretary

LARRY De CRONA
Type or Print Name

ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 5-2-07 before me

NAME, TITLE OF OFFICE - e.g. "Jane Doe, Notary Public"

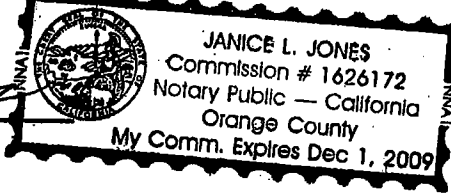
personally appeared Gregory De Luna

NAME(S) OF SIGNER(S)

☒ personally known to me -OR- ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

[Signature]
SIGNATURE OF NOTARY



CAPACITY CLAIMED BY SIGNER(S)

☐ INDIVIDUAL(S)

☒ CORPORATE OFFICER(S)

President, AND

Secretary

☐ PARTNER(S)

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GARDIAN/CONSERVATOR

☐ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

Superior Property Serv
6415 E. McFadden, #1
Santa Ana, CA 92705

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT:

Title or Type of Document Agreement

Number of Pages 3

Date of Document _____

Signer(s) Other Than Named Above _____

SCOPE OF WORK

SECOND-STORY GRAFFITI REMOVAL SERVICES
(2007-PA012)A. Public Works Contract Manager

Public Works Contract Manager (a.k.a., Graffiti Abatement Program Manager) will be Ms. Arienne Telias of Environmental Programs Division, who may be contacted at (626) 458-4062, e-mail address: atelias@dpw.lacounty.gov, Monday through Thursday, 7:30 a.m. to 5 p.m. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change the Contract Manager. The Contractor will be notified in writing when there is a change in the Contract Manager.

B. Work Location

Various locations throughout Los Angeles County within Supervisorial Districts 1, 2, 4, and 5.

C. Work Description

During the past nine years, Public Works has successfully carried out the Board of Supervisors' policy of establishing "zero-tolerance" graffiti abatement zones in the unincorporated areas of the County. The Graffiti Abatement Program is designed to remove graffiti quickly and as often as necessary to keep the designated areas free of graffiti.

A prompt cleanup is considered preventive from the standpoint that if the marks do not remain for long periods, vandals' satisfaction from seeing their marks and having others see them is limited. The potential for notoriety and recognition, a key motivator for graffiti vandals, is directly impacted when the graffiti is quickly removed or buffed out.

In areas where the incidence of graffiti vandalism is low, cleanups may be a sufficient method to deal with the problem and maintain a satisfactory community image. In severely affected areas, cleanups are essential components of fighting the downward spiral of neighborhood deterioration.

The work consists of performing all operations concerning graffiti removal from various surfaces on the second story of private residential, commercial, industrial, and public property within the specified areas of the County as shown in Exhibit E, Area Maps. Graffiti on surfaces below the second story of such structures is abated under existing County contracts. The County's goal is to have no graffiti visible within the established area, either on private property or

County rights of way. It is recommended that the Contractor establish a route. Flexibility is necessary due to the priority assignments. The Contractor shall fulfill requests, but shall also patrol the assigned area, seeking graffiti not yet reported. Priority shall be given to the County property and rights of way. The Contractor shall comply with requests of Public Works staff to inform them of locations and crews.

D. Hours and Days of Service

The hours of services shall be primarily 7 a.m. to 5 p.m., Monday through Friday, each week, and as-needed. Hours of service shall be based on a 40-hour work week. Flexibility and responsiveness are required to comply with this Exhibit's paragraph C, Work Description. When legal holidays occur, the service shall be done before or after such holiday. There shall be no extra billing for overtime hours in excess of the rates in From PW-2, Schedule of Prices.

E. Utilities

The County will not provide utilities.

F. Storage Facilities

The County will not provide storage facilities for the Contractor.

G. Removal of Debris

All debris resulting from or related to these graffiti removal services shall be removed from County property, rights of way, and private property by the Contractor. The debris shall be properly disposed of at the Contractor's expense. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System.

H. Special Safety Requirements

All of the Contractor's personnel and any volunteers shall be obligated to adhere to the following quality control and safety standards while performing these requested graffiti removal services for the County:

1. All personnel shall wear proper clothing and footwear. No sandals, thongs, etc., shall be allowed.
2. Safety vests shall be worn at all times by those removing graffiti from any curb and gutter, sidewalk, overpass, underpass, bridge, building, wall, etc. Also, any curb and gutter, from which graffiti is to be removed, shall be blocked off by using County-approved barricades and 24-inch cones.

However, the street shall not be closed off. Safety goggles shall be worn by anyone operating water blasting equipment, and only trained personnel shall be allowed to operate it.

3. Gang attire, gang affiliation symbols, loose clothing, etc., shall not be permitted.
4. Use of drugs or alcohol while performing these graffiti removal services is prohibited.
5. Horseplay, shoving, pushing, etc., shall not be allowed.
6. Excess paint shall be disposed of properly. Paint containers shall be opened, mixed with sand, dirt, or cat litter and allowed to dry. Once the paint is completely dry, it can be disposed of in the regular trash.
7. Paint brushes, rollers, or frames shall be washed in clean water and the water shall be disposed of in a sink or toilet. Water used to clean paint tools shall not be disposed of in storm drains, gutters, and/or on sidewalks and streets.

All Contractor personnel shall be expected to observe all applicable Cal/OSHA and Public Works' safety requirements while at the various jobsites. Hard hats and reflective vests shall be worn at all times. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required. All safety precautions shall be in place before work is to be started. Contractor's graffiti abatement crew shall know the Contractor's standard safety practice.

Contractor shall supply rotating lights for vehicles used for work under this Contract.

Contractor shall supply personnel with safety equipment, such as glasses, gloves, head gear, skin creams, respirators, etc.

I. Responsibilities of the Contractor

The Contractor shall:

1. Maintain a valid C-33 State Contractor's license throughout the duration of this Contract. Failure to maintain a valid C-33 license may lead to Contract termination.
2. Proposer or its managing employee must have a minimum of five years' experience performing the type of service solicited.
3. Remove graffiti from second-story private residential, commercial and industrial structures, alleys, walls, light fixtures, and County property

rights of way in the zero-tolerance zone shown in Exhibit E, Area Maps. Provide all personnel, supervision, tools, supplies, materials, equipment, transportation, and other incidentals necessary to perform the work.

4. Remove graffiti from public property: Where color matching is specified, all paints used shall match existing colors to the satisfaction of the Graffiti Abatement Program Manager. The Contractor shall receive no additional compensation for repainting to match color.
5. Remove graffiti from private property: Graffiti shall be removed using new and/or recycled water-based paint. Contractor shall make the best possible match to the existing color. If residents/businesses request a specific color, Contractor shall provide labor as long as paint has been provided. Graffiti shall be removed using the appropriate methods specified in this Contract from walls, stucco, driveways, wood structures, etc.
6. Remove graffiti from all types of surfaces, such as, but not limited to, wood, metal, stucco, brick, concrete, cinder blocks, etc.
7. Maintain a zero-tolerance in the area shown in Exhibit E, Area Map, by removing all graffiti within 48 hours, Monday through Friday.
8. Remove vulgar graffiti (i.e., profane, obscene, or racist) within 24 hours, 7 days per week.
9. Respond to Public Works Graffiti Abatement Program Manager priority assignments within 24 hours, 7 days per week.
10. Remove graffiti within 24 hours from County property rights of way, Monday through Friday.
11. Remove graffiti from private property within 48 hours when requested through Public Works Hotline Operator, Supervisorial District staff, or other sources, Monday through Friday.
12. Provide Public Works with work record reports no later than the 5th day of each month with the monthly invoice and as-requested by the Contract Manager. The monthly reports shall indicate the number and source of crews utilized, hours worked, street addresses of each worksite, square footage painted over or water blasted, gallons of paint used, and the type of surface worked on. When graffiti is removed from County property, the report shall itemize the County property by, but not limited to, light standards, parkway trees, traffic signs, etc.

13. Use appropriate methods of covering or removing graffiti for the particular surface and conditions, such as water blasting, painting over, chemical solvents, etc.
14. Use County-approved chemical solvents when removing graffiti from County property, such as street light poles, traffic signs, control boxes, etc. Any chemical solvents utilized to remove graffiti shall have a Material Safety Data Sheet available for Public Works' inspection.
15. Use special paint for particular nontreated surfaces on County property, such as light poles, underpasses, pedestrian tunnels, control boxes, etc., when requested to do so by Public Works. Sage green color shall be used for control boxes, and other special colors shall be used on County property as directed by the Graffiti Abatement Program Manager and shall be repainted until color matched to the satisfaction of the County.
16. Match the existing surface color when painting over or obscuring graffiti whenever possible. Paint shall be neatly feathered in all areas.
17. Use drop cloths on all work assignments to protect sidewalks, vegetation, etc., from paint spillage.
18. Obtain and retain the written consent of the owner or the owner's authorized agent before working on all private property.
19. Maintain a sufficient number of crews to adequately provide the assigned graffiti removal tasks and maintain the Zero-Tolerance Zone.
20. Train personnel in proper graffiti removal techniques and provide corrective instruction to its personnel if they are removing graffiti improperly.
21. Maintain a record/log of all requests and constituent complaints. Records shall be available to Public Works upon request. The complaint log shall include the action taken to resolve the complaint.
22. Assist Public Works with special requests (i.e., removal of graffiti before parades, community cleanups, etc.).
23. Graffiti found on commercial signage shall only be removed with the owner's/occupant's specific, written approval and with the owner's/occupant's understanding that the Contractor is not responsible, under this Contract, for replacing any original lettering, pictures, etc., on a commercial sign. With the owner's/occupant's approval, the Contractor shall proceed with diligence to remove the graffiti with as little damage to the commercial signage as is possible.

24. Be available at all reasonable times to report and confer with Public Works staff with respect to these graffiti removal services. Minimally, the Contractor shall provide a bilingual (Spanish/English) telephone answering service and facsimile, within the County, 8 a.m. to 5 p.m., Monday through Friday, except on legal holidays, to receive instructions, information, complaints, etc., from Public Works and the residents.

J. Responsibilities of Public Works

Public Works will:

1. Approve or disapprove the Contractor's performance under this Contract.
2. Make regular inspections of the Zero-Tolerance Zone to verify that the requested work has been completed according to these Specifications before payment will be authorized.
3. Withhold payment if the terms and conditions of this Contract are not met by the Contractor.
4. Reserve the right to change the reporting system in response to improvements in our computer applications capabilities or for any other reason.

K. Vehicle Signage

Vehicle signage will be optional; however, any signage referencing the Los Angeles County Graffiti Abatement Program shall be in the following form: Los Angeles County Graffiti Abatement Program and the Contractor's name or firm's name, together with Public Works Hotline Number, in legible letters, not less than two inches in height, on both sides of all trucks/vehicles used in the area(s).

L. Work Priority

The Contractor shall log all graffiti removal requests. Responses shall be in the following priority:

1. Requests from Public Works Graffiti Abatement Program Manager;
2. Requests from Public Works Hotline Operator;
3. Direct calls from Supervisorial District staff; and
4. Direct constituent requests.

M. Graffiti Removal Services, County Property

For graffiti removal from County-owned property, the Contractor shall use the following additional specifications:

1. Water-based and/or recycled paint shall be used.
2. Concrete Light Poles: Graffiti shall be removed from concrete light poles using a water-blasting machine with a soda compound only. No paint shall be used. All paint shall be removed from the pole.
3. Wooden Light Poles: Graffiti shall be removed using a water-based brown paint to match the wood color. All paper signs shall be removed.
4. Bus Stops: All graffiti shall be removed using a graffiti removal spray on the plastic sides and sitting areas. The surfaces shall be washed with water. If graffiti has been placed over advertisements, then paint matching the advertisements' colors shall be used to cover the graffiti. If the bench is a natural concrete color, a water-blasting machine with soda compound shall be used and washed clean.
5. Trees: All graffiti on trees shall be removed by using a water-blasting machine with a large spray tip in order to not damage or kill the tree by removing its bark.
6. Concrete Block Walls: All graffiti shall be removed by either a water-blasting machine with soda compound or water-based paint. The paint over color shall match the wall color. Over spray on sidewalk or private property shall not be allowed.
7. Brick Walls: All graffiti shall be removed using a water-blasting machine. Painting over shall not be done on a brick-faced wall, unless the brick wall has been previously painted. The Contractor shall color match the paint to the previous color using water-based paint.
8. Rock Walls: All graffiti shall be removed using only a water-blasting machine with soda compound. All paint shall be removed from the rock face and mortar joints to match all other rock facing. No painting over shall be used unless the wall was previously painted. The Contractor shall color match the paint to the previous color using water-based paint.
9. Metal Fencing (sheets): All graffiti shall be removed from metal fencing. The paint-over color shall match other parts of the fence. Paint-over color shall be a water-based color, painted and feathered to match other painted fenced areas. The Contractor shall remove all paper signs before painting.

10. Stucco-Faced Walls: All graffiti shall be painted over using a water-based color. The Contractor shall match paint colors and feather the paint into other painted stucco areas. No paint-over spray shall be allowed on sidewalks or private property.
11. Road Signs/Stop Signs: All reflective light-sensitive signs shall be excluded from abatement, including stop signs. Wooden sign posts shall be painted using a flat white water-based paint. Galvanized sign posts shall be painted using galvanized-colored paint. All paper signs shall be removed from the posts before applying paint.
12. Glass Windows: All graffiti shall be removed from glass using a graffiti-removal spray and water. The use of water-blasting machines on glass shall be prohibited.
13. Pedestrian Freeway Overcrossings: All graffiti shall be removed by either a water-blasting machine with soda compound or water-based paint. The paintover shall match the wall color. Overspray on sidewalk shall not be allowed. The Contractor will not be responsible for removing debris found on the asphalt/concrete portion of any pedestrian freeway overcrossing. The Contractor shall immediately notify Public Works Graffiti Abatement Program staff if debris is found on the asphalt/concrete. Graffiti Abatement Program staff will coordinate with appropriate division for debris removal. Note: Attached are the maps for designated pedestrian freeway overcrossings Public Works contractors will be responsible for graffiti removal.
14. Other Concrete Structures: Graffiti paint over on concrete reinforced retaining walls, tunnel fronts, and auto-barrier walls shall be removed by using either a water-blasting machine, soda compound, or water-based paint. Contractor shall match color to the color already painted on the surface. Contractor shall feather paint into already painted or nonpainted surfaces.

N. Murals

Public Works is committed to the preservation of registered murals. Artists, community groups, and art organizations create new murals annually. Anyone or any group wishing to paint murals must obtain approval and permission from the property owner, whether a private individual or public agency. Painting murals on public or private property without permission of the owner is illegal and punishable.

Artists and private property owners should establish an agreement regarding the location of the mural, materials, content, lifespan, repairs, and routine maintenance of any particular work prior to mural execution.

Not all murals are intended to be "permanent" artworks. Please refer any request from the public, for removal of graffiti or removal of a temporary "memorial" mural to the Contract Manager.

Public Works has established the following guidelines when murals have been vandalized: The Contractor shall not, under any condition, repair, remove, "touch up," or "buff out" any registered murals. In defining what is a mural versus what is graffiti, when in doubt, leave it alone and contact the Contract Manager.

Do not remove graffiti on any "public displays of art" without obtaining written permission from the Contract Manager.

O. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

P. Liquidated Damages

1. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.
2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
 - a. All of the time limits and acts required to be done by both parties are of the essence of the Contract;
 - b. The parties are both experienced in the performance of the Contract work;

- c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price;
- d. The parties are not under any compulsion to contract;
- e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract;
- f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
- g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.

The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages for failure to satisfy the following performance requirements:

PERFORMANCE REQUIREMENTS SUMMARY

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM STANDARD	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING THE AQL
INSURANCE CERTIFICATIONS	CERTIFICATIONS SUBMITTED BEFORE IMPLEMENTATION OF CONTRACT AND ON A TIMELY BASIS THEREAFTER.	0%	100% INSPECTION ON A PERIODIC BASIS.	ALL CONTRACT REMEDIES RESERVED.	ALL CONTRACT REMEDIES RESERVED.
COMPETENT SUPERVISORY STAFF	RESPONSIVE TO COMPLAINTS AND REQUESTS. MAINTAINS GOOD WORK RECORDS. MAINTAINS AN ACCEPTABLE LEVEL OF SERVICE.	0%	100% INSPECTION ON A PERIODIC BASIS; COMPLAINTS.	ALL CONTRACT REMEDIES RESERVED.	ALL CONTRACT REMEDIES RESERVED.
UNIFORMS	UNIFORMS ACCEPTABLE TO COUNTY WORN BY ALL EMPLOYEES ON THE JOB.	0%	100% INSPECTION ON A PERIODIC BASIS; COMPLAINTS.	5% OF TOTAL MONTHLY AMOUNT OF CONTRACT COST.	\$20 FOR EACH TIME AN EMPLOYEE IS NOT IN AN ACCEPTABLE UNIFORM.
EMPLOYEES WELL ORIENTED TO JOB	EMPLOYEES MUST HAVE A THOROUGH KNOWLEDGE OF SERVICE AREA AND ITS NEEDS.	0%	100% INSPECTION ON A PERIODIC BASIS; COMPLAINTS.	5% OF TOTAL MONTHLY AMOUNT OF CONTRACT COST.	\$50 FOR EACH EMPLOYEE NOT KNOWLEDGEABLE IN THE JOB REQUIREMENTS.
RESPOND TO COMPLAINTS, REQUESTS AND DISCREPANCIES	RESPOND WITHIN THE TIME FRAME OUTLINED IN THE SPECIFICATIONS.	0%	100% INSPECTION ON A PERIODIC BASIS; COMPLAINTS.	5% OF TOTAL MONTHLY AMOUNT OF CONTRACT COST.	\$50 PER COMPLAINT NOT RESPONDED TO WITHIN THE TIME FRAME OUTLINED IN THE SPECIFICATIONS.
REMOVE GRAFFITI	DAILY GRAFFITI REMOVAL AND/OR PAINTED OVER WITHIN 48 HOURS, MONDAY THROUGH FRIDAY. ALL WEEKEND GRAFFITI REMOVED MONDAY. COLOR MATCHED WITHIN 48 HOURS	0%	100% INSPECTION ON A PERIODIC BASIS; COMPLAINTS.	50% OF TOTAL MONTHLY AMOUNT OF CONTRACT COST.	\$5 PER SQUARE FOOT (OR PRORATION THEREOF) FOR GRAFFITI NOT REMOVED WITHIN THE TIME FRAME OUTLINED IN THE SPECIFICATIONS.

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SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

Both parties have either consulted or had the opportunity to consult with counsel regarding the terms of this Contract and are fully cognizant of all terms and conditions. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, neither party shall be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.

B. Definitions

Whenever in the Request for Proposals, Contract, Scope of Work, Specifications, Terms, Requirements, and/or Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

Agreement. The written, signed accord covering the performance of the requested service.

Board. The Board of Supervisors of County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The contract includes the Agreement, Scope of Work (Specifications), Exhibit B - Service Contract General Requirements, Exhibit C - Internal Revenue Service Notice 1015, Exhibit D - Safely Surrendered Baby Law Posters, and other appropriate exhibits and amendments. Included are all supplemental agreements amending or extending the service to be performed, which may be required to supply acceptable services specified herein.

Contractor. The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into an agreement with County to perform or execute the work covered by these this Contract.

Contract Work or Work. The entire contemplated work of maintenance and repair to be performed, and services rendered as prescribed in this Contract.

County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Road Department, and/or Los Angeles County Engineer.

Day. Calendar day(s) unless otherwise specified.

Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or authorized representative(s).

District. Los Angeles County Flood Control District, or Los Angeles County Waterworks Districts, or Los Angeles County Consolidated Sewer Maintenance District.

Fiscal Year. The 12 month period beginning July 1st and ending the following June 30th.

Proposal. The written materials that a Proposer submits in response to a solicitation document (Request for Proposals).

Proposer. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity submitting a Proposal for the work, acting directly or through a duly authorized representative.

Public Works. County of Los Angeles Department of Public Works.

Solicitation. Request for Proposals, Invitation for Bids, Request for Statement of Qualifications, or Request for Quotation.

Specifications. The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

Subcontract. An agreement by the contractor to employ a subcontractor at any tier; to employ or agree to employ a subcontractor, at any tier.

Subcontractor. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of the Contractor's performance of this Contract, at any tier, under oral or written agreement.

C. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Amendments

1. For any change which affects the scope of work, contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor.
2. The Board or County's Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Administrative Officer. To implement such changes, an amendment to this Contract shall be prepared by Public Works for execution by Contractor and the Director.
3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or cost of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time provided; however, that the aggregate of all such extensions during the life of this Contract shall not exceed 60 days.

B. Assignment and Delegation

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.
2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give

majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract, which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. Authorization Warranty

Contractor represents and warrants that the person(s) executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

D. Budget Reduction

In the event that the Board adopts, in any fiscal year, a County budget which provides for reduction in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions) and the services to be provided by Contractor under this Contract shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within 30 days of the Board's approval of such actions. Except as set forth in the preceding sentences, Contractor shall continue to provide all of the services set forth in this Contract.

E. Complaints

Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to any complaints by any individual.

1. Within 12 business days after this Contract's effective date, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.

2. County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
3. If County request changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days for County approval.
4. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.
5. Contractor shall preliminarily investigate all complaints and notify the Contract Manager of the status of the investigation within five business days of receiving the complaint.
6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
7. Copies of all written responses shall be sent to the Contract Manager within three business days of mailing to the complainant.

F. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, and all provisions required thereby to be included in this Contract are hereby incorporated by reference.
2. Contractor shall defend, indemnify, and hold County harmless from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees arising from or related to any violation on the part of Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

G. Compliance with Civil Rights Laws

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical disability, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Contractor shall comply with its EEO Certification (Form PW-7).

H. Confidentiality

1. Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal, State and local laws, ordinances, regulations, and directives relating to confidentiality.
2. Contractor shall inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

I. Conflict of Interest

1. No County employee whose position with County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
2. Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract subjecting Contractor to either contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

J. Consideration of Hiring County Employees Targeted for Layoffs or Former County Employee on Reemployment List

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent

County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

K. Consideration of Hiring GAIN/GROW Participants

1. Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by category to Contractor.
2. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

L. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply Contractor with the poster to be used.

M. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring contractors to complete the Charitable Contributions Certification (Form PW-12), County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination for default or debarment proceedings or both. (Los Angeles County Code Chapter 2.202)

N. Contractor's Warranty of Adherence to County's Child Support Compliance Program

1. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
2. As required by County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

O. County's Quality Assurance Plan

County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all this Contract's terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract for default or impose other penalties as specified in this Contract.

P. Damage to County Facilities, Buildings, or Grounds

1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor.
2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment

upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County to make such repairs.

Q. Employment Eligibility Verification

1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
2. Contractor shall indemnify, defend, and hold harmless, County, its Board, agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

R. Facsimile Representations

At the discretion of County, County may agree to regard facsimile representations of original signatures of Contractor's authorized officers, when appearing in appropriate places on the change notices and amendments prepared pursuant to this Exhibit's Amendments, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to change notices and amendments to this Contract, such that the Contractor need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County and its Board, agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

T. Governing Laws, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, Contractor and County agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Contract and further agree and consent that venue of any action brought in connection with or arising out of this Contract, shall be exclusively in the County of Los Angeles.

U. Nondiscrimination and Affirmative Action

1. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.
2. Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification (Form PW-7).
3. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
4. Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
5. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

6. Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County.
7. If County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract. While County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.
8. The parties agree that in the event Contractor violates any of the antidiscrimination provisions of this Contract, County shall, at its sole option, be entitled to a sum of \$500 for each violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

V. Nonexclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict County from acquiring similar, equal, or like goods and/or services from other entities or sources.

W. No Payment for Services Provided Following Expiration/Termination of Contract

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration/termination of this Contract.

X. Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party.

Y. Notice of Disputes

Contractor shall bring to the attention of the Contract Manager any dispute between County and Contractor regarding the performance of services as stated in this Contract. If the Contract Manager is not able to resolve the dispute, the Director will resolve it.

Z. Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

AA. Notices

Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid with the United States Post Office and any such notice and the envelope containing the same shall be addressed to Contractor at its place of business, or such other place as may be hereinafter designated in writing by Contractor. The notices and envelopes containing the same to County shall be addressed to:

Chief, Administrative Services Division
County of Los Angeles Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to Contractor. Actual knowledge of such suspension or termination by an individual contractor or by a copartner, if contractor is a partnership; or by the president, vice president, secretary, or general manager, if contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said contractor shall in any case be sufficient notice.

BB. Publicity

1. Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit

Contractor from publicizing its role under this Contract within the following conditions:

- a. Contractor shall develop all publicity material in a professional manner.
- b. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.
- c. Contractor may, without prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this paragraph shall apply.

CC. Public Records Act

1. Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to this Exhibit's Record Retention and Inspection/Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to the RFP used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records, except those documents that are marked "trade secret," "confidential," or "proprietary" and are deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). County shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
2. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

DD. Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted

accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks, or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in County, provided that if any such material is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract.
3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.
4. In addition to the above, Contractor agrees, should County or its authorized representatives determine, in County's sole discretion, that it is necessary or appropriate to review a broader scope of Contractor's records (including, certain records related to non-County contracts) to enable County to

evaluate Contractor's compliance with County's Living Wage Program, Contractor shall promptly and without delay provide to County, upon the written request of County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to County under this Contract, including without limitation, records relating to work performed by said employees on Contractor's non-County contracts. Contractor further acknowledges that the foregoing requirement in this paragraph relative to Contractor's employees who have provided services to County under this Contract is for the purpose of enabling County in its discretion to verify Contractor's full compliance with and adherence to California labor laws and County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by Contractor at a location in County, provided that if any such materials and information is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

EE. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

FF. Subcontracting

The requirements of this Contract may not be subcontracted by Contractor without the advance written approval of County. Any attempt by Contractor to subcontract without the prior written consent of County may be deemed a material breach of this Contract and the County may terminate for this Contract default.

1. If Contractor desires to subcontract, Contractor shall provide the following information promptly at County's request:
 - a. A description of the work to be performed by the subcontractor;
 - b. A draft copy of the proposed subcontract; and

- c. Other pertinent information and/or certifications requested by County.
2. Contractor shall indemnify and hold County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
3. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
4. County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this County right.
5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees.
6. Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.
7. Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by County from each approved subcontractor. Contractor shall ensure delivery of all such documents to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460 before any subcontractor employee may perform any work hereunder.

GG. Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

HH. Waiver

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach of said provision or of any other provision of this Contract. Failure of County to enforce at anytime, or from time to time, any provision of this Contract shall not be construed as a waiver thereof.

II. Warranty Against Contingent Fees

1. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
2. For breach of this warranty, County shall have the right, in its sole discretion, to terminate this Contract for default, deduct from amounts owing to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

SECTION 3

TERMINATIONS

A. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in this Exhibit's Contractor's Warranty of Adherence to County's Child Support Compliance Program shall constitute a default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to this Exhibit's Termination for Default, and pursue debarment of Contractor pursuant to Los Angeles County Code Chapter 2.202.

B. Termination for Convenience

1. This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than 10 days after the notice is sent.
2. After receipt of a notice of termination and except as otherwise directed by County, Contractor shall:
 - Stop work under this Contract on the date and to the extent specified in such notice, and
 - Complete performance of such part of the work as shall not have been terminated by such notice.
3. All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with this Exhibit's Record Retention and Inspection/Audit Settlement.
4. If this Contract is terminated, Contractor shall complete within the Director's termination date contain within the Notice of Termination, those items of work which are in various stages of completion, which the Director has advised the Contractor are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by Contractor under this Contract shall be delivered to County upon request and shall become the property of County.

C. Termination for Default

1. County may, by written notice to Contractor, terminate the whole or any part of this Contract, if, in the judgment of the Contract Manager:
 - a. Contractor has materially breached this Contract; or
 - b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract, or
 - c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.
2. In the event County terminates this Contract in whole or in part pursuant to this paragraph, County may procure, upon such terms and in such manner, as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.
3. Except with respect to defaults of any subcontractor, Contractor shall not be liable for any excess costs of the type identified in subparagraph "2" above, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.
4. If, after County has given notice of termination under the provisions of this paragraph, it is determined by County that Contractor was not in default

under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to this Exhibit's Termination for Convenience.

5. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
6. As used herein, the terms "subcontractor" and "subcontractors" mean subcontractor at any tier.

D. Termination for Improper Consideration

1. County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, extension of this Contract, or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against Contractor as it could pursue in the event of default by Contractor.
2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 554-6861.
3. Among other items, such improper consideration may take the form of cash; discounts; services; or the provision of travel, entertainment, or tangible gifts.

E. Termination for Insolvency

1. County may terminate this Contract forthwith in the event of the occurrence of any of the following:
 - a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code;
 - c. The appointment of a bankruptcy Receiver or Trustee for Contractor;
or
 - d. The execution by Contractor of a general assignment for the benefits of creditors.
2. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

F. Termination for Nonadherence to County Lobbyists Ordinance

Contractor, and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyists or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may in its sole discretion, immediately terminate for default or suspend this Contract.

G. Termination for Nonappropriation of Funds

Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future fiscal years unless and until the Board appropriates funds for this Contract in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County will notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

SECTION 4

GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

B. Cooperation

Contractor shall cooperate with Public Works' forces engaged in any other activities at the jobsite. Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

C. Cooperation and Collateral Work

Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

D. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by Contractor.

E. Gratuitous Work

Contractor agrees that should work be performed outside the Scope of Work indicated and without Public Works' prior written approval in accordance with this Exhibit's Amendments, such work shall be deemed to be a gratuitous effort by Contractor, and Contractor shall have no claim, therefor, against County.

F. Jobsite Safety

Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. Contractor shall provide at its expense all safeguards, safety devices, and protective equipment and shall take any and all actions appropriate to providing a safe jobsite.

G. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' projects or providing services.

H. Labor Law Compliance

Contractor, its agents, and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor. Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

I. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by and in accordance with Labor Code Section 1815 et seq.

J. Permits/Licenses

Contractor shall be fully responsible for possessing or obtaining all permits/licenses, except as might be specifically outlined in other sections, from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

K. Prohibition Against Use of Child Labor

1. Contractor shall:

- a. Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;
- b. Upon request by County, identify the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County;
- c. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions; and
- d. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor

conventions, Contractor shall immediately provide an alternative, compliant source of supply.

2. Failure by Contractor to comply with provisions of this paragraph will constitute a material breach of this Contract and will be grounds for immediate termination of this Contract for default.

L. Public Convenience

Contractor shall so conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

M. Public Safety

It shall be Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' jobsites.

N. Quality of Work

Contractor shall provide the County high and consistent quality work under this Contract and which is at least equivalent to that which Contractor provides to all other clients it serves. All work shall be executed by experienced and well-trained workers. All work shall be under supervision of a well-qualified supervisor. Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

O. Quantities of Work

Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the work estimated by Contractor in responding to County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by County.

P. Safety Requirements

Contractor shall be responsible for the safety of equipment, material, and personnel under Contractor's jurisdiction during the work.

Q. Storage of Material and Equipment

Contractor shall not store material or equipment at the jobsite, except as might be specifically authorized by this Contract. County will not be liable or responsible for any damage, by whatever means, or for the theft of Contractor's material or equipment from any jobsite.

R. Transportation

County will not provide transportation to and from the jobsite and will not provide travel around the limits of the jobsite.

S. Work Area Controls

1. Contractor shall comply with all applicable laws and regulations. Contractor shall maintain work area in a neat, orderly, clean, and safe manner. Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Contract Manager's approval.
2. Contractor shall be responsible for the security of any and all of Public Works/County facilities in its care. Contractor shall provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

SECTION 5

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

1. This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
2. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
3. Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

B. Indemnification

Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract, including, but not limited to, claims or damages for property damage, personal injury, death, claims, or damages under the Comprehensive Environmental Response, Compensation, and Liability Act, the California Health & Safety Code or pursuant to any Federal, State, or local environmental law, regulation or mandate, administrative or judicial. Contractor shall not be obligated to indemnify County for the active negligence of County.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless County, its board, Special Districts, officers,

employees, and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including, but not limited to, injury or death to employees of Contractor, its subcontractors or County, attributable to any alleged act or omission of Contractor and/or its subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless County includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting Contractor's indemnification of County and during the term of this Contract, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County. Such coverage shall be provided and maintained at Contractor's own expense.
2. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing work under this Contract. Such certificates or other evidence shall:
 - a. Specifically identify this Contract;
 - b. Clearly evidence all coverage required in this Contract;
 - c. Contain the express condition that County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance;
 - d. Include copies of the additional insured endorsement to the commercial general liability policies, adding County, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Contract; and
 - e. Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply

to County, or require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

3. Insurer Financial Rating: Insurance is to be provided by an insurance company acceptable to County with an A. M. Best rating of not less than A:VII, unless otherwise approved by County.
4. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.
5. Notification of Incidents, Claims, or Suits: Contractor shall report to County's Contract Manager:
 - a. Any accident or incident relating to work performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
 - b. Any third-party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract.
 - c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the Contract Manager.
 - d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Contract.

E. Compensation for County Costs

In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors

Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

1. Contractor providing evidence of insurance covering the activities of subcontractor; or
2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

G. Insurance Coverage Requirements

1. General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following. (Can be met by a combination of primary and excess insurance coverage):
 - a. General Aggregate: \$2 million
 - b. Products/Completed Operations Aggregate: \$1 million
 - c. Personal and Advertising Injury: \$1 million
 - d. Each Occurrence: \$1 million
2. Automobile Liability insurance written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto." (Can be met by a combination of primary and excess insurance coverage):
3. Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which Contractor is responsible.
4. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:
 - a. Each Accident: \$1 million
 - b. Disease - policy limit: \$1 million

- c. Disease - each employee: \$1 million
- 5. As a condition precedent to its performance pursuant to this Contract, Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Chapter 2.202 of County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Contract, debar Contractor from bidding or proposing on, being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

C. Nonresponsible Contractor

County may debar a contractor if the Board finds, in its discretion, that Contractor has done any of the following: (1) violated any term of a contract with County or a nonprofit corporation created by County; (2) committed an act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against County or any other public entity.

D. Contractor Hearing Board

1. If there is evidence that Contractor may be subject to debarment, Public Works will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.
2. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation

regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.
4. If a contractor has been debarred for a period longer than five years, that contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
5. Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.
6. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

E. Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

SECTION 7

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

This Contract is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the

Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

4. Contractor's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

B. Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

SECTION 9

COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

A. Living Wage Program

This Contract is subject to the provisions of County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Form LW-1 and incorporated by reference into and made a part of this Contract.

B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not an "Employer" as defined under the Living Wage Program (Section 2.201.020 of County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to County, including, without limitation, "Travel Time" as defined below in subsection 5 of this Section 9.B under this Contract:
 - a. Not less than \$11.84 per hour if, in addition to the per-hour wage, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
 - b. Not less than \$9.64 per hour if, in addition to the per-hour wage, Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its Employees the higher hourly living wage rate.
2. For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for County under this Contract. If Contractor uses any subcontractor to perform services for County under this Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to County under this Contract. "Full-time"

means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.
4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.
5. For purposes of Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between Contractor and County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time.

C. Contractor's Submittal of Certified Monitoring Reports

1. Contractor shall submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring

reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by County, or any other form approved by County which contains the above information. County reserves the right to request any additional information it may deem necessary. If County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of this Contract, if Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim") concerning any alleged labor law/payroll violation (including, but not limited to, any violation or claim pertaining to wages, hours, and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), Contractor shall immediately inform County of any pertinent facts known by Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of Contractor's contract with County, but instead applies to any labor law/payroll violation or claim arising out of any of Contractor's operation in California.

E. County Auditing of Contractor Records

Upon a minimum of 24 hours' written notice, County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of five years from the date of final payment under this Contract. Authorized agents of County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

G. Enforcement and Remedies

If Contractor fails to comply with the requirements of this Section, County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including, but not limited to, being late, inaccurate, incomplete, or uncertified, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until County has been provided with a properly prepared, complete, and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
 - c. Termination: Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.
2. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of this Contract. In the

event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. **Withholding Payment:** If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. County may withhold said amount until Contractor has satisfied County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. **Liquidated Damages:** It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
 - c. **Termination:** Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.
3. **Debarment:** In the event Contractor breaches a requirement of this Section, County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code Section 2.202.

H. Use of Full-Time Employees

Contractor shall assign and use full-time Employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time Employees for services provided under this Contract unless and until

County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time-Employee staffing plan. If Contractor changes its full-time-employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to County.

I. Contractor Retaliation Prohibited

Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person, or entity who has reported a violation of the Living Wage Program to County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

J. Contractor Standards

During the term of this Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by County, Contractor shall demonstrate to the satisfaction of County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

Contractor shall not use any consideration received under this Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

SECTION 10

LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- D. If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
 - 1. Pay to County any difference between this Contract amount and what County's costs would have been if this Contract had been properly awarded;
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of this Contract; and
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply if Contractor is no longer eligible for certification as a result of a change of its status and Contractor failed to notify the State and County's Office of Affirmative Action Compliance of this information.



2nd Story
Dist. 1 & 4
Dist. 2 & 5

**Graffiti Abatement
Proposal**

March 21, 2007

Superior Property Services, Inc.

1415 E. McFadden Ave., Suite D
Santa Ana, CA 92705
714) 285-1200
FAX (714) 285-1202
(800) 741-2532
Website: www.4superior.com



Superior Property Services, Inc.

March 21, 2007

Mr. Donald L. Wolfe
Director of Public Works
County of Los Angeles
P.O. Box 1460
Alhambra, CA 91802-1460

RE: Submission of Proposal for Graffiti Abatement Services

Dear Mr. Wolfe,

Superior is pleased to extend the attached information to the County of Los Angeles. We have prepared a comprehensive package that covers our operations, procedures, and crew that is able to maintain a zero tolerance graffiti abatement in the designated areas.

We have reviewed the information provided to us and are confident we can meet all the conditions, including the performance of graffiti abatement. It is further understood that Superior will provide the required insurance certificates as requested.

The following are the individuals authorized to make representations with respect to this proposal:

Larry DeCrona, President
1415 E. McFadden Ave., #D
Santa Ana, CA 92705

Ronald L. Bruneck, Vice President
1415 E. McFadden Ave., #D
Santa Ana, CA 92705

Thank you for the opportunity to submit this information and we look forward to your review and comments. We can be reached at (800) 741-CLEAN or (714) 285-1200 should you or your staff have any questions.

Respectfully,

Superior Property Services, Inc.

Larry DeCrona
President

1415 E. McFadden Ave., Suite D, Santa Ana, CA 92705

PHONE 714-285-1200 **FAX** 714-285-1202 **WEBSITE** www.4superior.com

Graffiti Abatement Services

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Background

Superior Property Services, Inc. and Superior Pressure Washing offer the kind of unique experience in all areas of property maintenance rarely found in other companies. The ability to understand and focus upon clients' needs and objectives enables us to obtain the optimum results. Our years of experience in property management and real estate give us a special insight into what is necessary to satisfy our clients. We strive to always be a part of your property maintenance solutions. Superior Property Services, Inc. is a California Corporation and has been in operation for over 15 years. We currently employ over 30 full time people.

Superior has had its corporate offices in Santa Ana California, with additional warehouses in Pomona and Vernon, California. We continue to service Los Angeles, Orange County, Riverside and San Bernardino counties.



Staff/Key Personnel

Lawrence E. DeCrona

President

Mr. DeCrona was honorably discharged from the United States Air Force after a tour of duty in Vietnam. He attended Mt. San Antonio College and Cal Poly University where he obtained a degree in Business Administration. He began his career in real estate and marketing in 1973 and specialized in residential and commercial income producing properties. Mr. DeCrona is a licensed General Contractor and has acted as Owner/General Partner in the acquisition, development or management of over \$22,000,000 in real estate projects.

As a developer/builder, he has built or renovated over 195 apartment units and completed construction of thirty-three single family and multi-family homes in Southern California. He has also completed construction and renovated over 178,000 square feet of commercial/industrial property and received the "Historical Restoration Award" from the City of Santa Ana in 1988 for the Oddfellows Building originally constructed in 1906.

Mr. DeCrona and Ron Bruneck formed Superior Property Services in 1994. Superior is a full service graffiti abatement, janitorial service, pressure washing and property maintenance company.

Mr. DeCrona was the co-founder, in 1980, of the Newport Beach Business Club and a 20-year member of Lions International and Past President of the Mariners Lions Club of Newport Beach. He is on the advisory Boards for Vanguard University and Friends of Institute of Real Estate Management. The DeCrona's are active members of Trinity United Presbyterian Church in Tustin, California.

Mr. DeCrona is married to Diane M. DeCrona, a Tax Attorney/CPA, and they have a grown son and daughter.

Ronald L. Bruneck

Vice President

Began his career in Real Estate sales and property management in 1974. During his 15 years in property management, he was responsible for managing a portfolio consisting of over 2500 residential units and numerous commercial properties. He obtained his real estate brokers license in 1976, owned and managed Lanco Property Management until 1989. He then started CDS Maintenance, which later became Superior Property Services in 1994. Mr. Bruneck is married with 2 boys and resides in Tustin, CA. Mr. Bruneck attended the University of Southern California, holds a Bachelor's degree in Business Administration and was a member of the Institute of Real Estate Management (IREM). Larry DeCrona and Ron Bruneck have worked together for over 20 years and in 1994 became partners to form Superior Property Services, Inc.

Nancy Hernandez

Director of Operations

Office Manager

Ms. Hernandez joined our company in 1992. Her years of experience in all aspects of the maintenance business have resulted in a responsive and knowledgeable manager. Being bilingual enables her to communicate with the employees giving them directions and new ideas to complete the work needed. Ms. Hernandez attended Orange Coast College taking classes in business management and accounting. Ms. Hernandez directly oversees the office staff and indirectly is responsible for all employees, with supervisors reporting directly to her. She also is responsible for scheduling work and accounts receivables. Ms. Hernandez is an integral part of the Superior operation and family.

Francisco Cuenca
Operations Manager

Francisco has been with Superior for over ten years and started as one of our maintenance men and pressure washers. Over the years Francisco has shown his versatility by taking on any job necessary. He has worked on our paint crews and became our key supervisor over seeing all of our graffiti abatement crews. He is very familiar with the requirements of our LA County graffiti contracts and the areas they service. Mr. Cuenca responsibilities now include the operations of all our contracts and reports directly to our Director of Operations.

In order to assure the highest quality service, we inspect all jobs on a frequent basis. A supervisor is assigned to a specific area on a full-time basis. The supervisor visits the job sites at least twice a week, or more if needed. Inspections are made both during business hours and after to insure that projects are completed professionally and on schedule. We employ only qualified and skilled persons who have passed our rigid qualifications and training. These supervisors report directly to Mr. Cuenca.

Amanda Campbell
Data Entry

Miss Campbell has been with company for 2½ years, she is experienced in QuickBooks, Word, excel, and PowerPoint presentations. Miss Campbell handles all of our data entry and helps keep all of our computers up and running. She currently is attending CSUF working towards a degree in computer science.

Lorena Jimenez
Receptionist

Miss Jimenez has just recently joined the Superior team. Miss Jimenez helps with the office work and answering the phones.

Mario Mendez
Area Supervisor

Mario has been with the company for 3½ years. Mario is bilingual and has been involved in the janitorial industry his whole career. He has worked his way up from a janitorial position to building supervisor, area manager, lead floor crew supervisor to area supervisor. Mario oversees all of our janitorial contracts and works closely with our other supervisors in improving training techniques and reporting.

Robert Cazares
Crew Supervisor

Robert has been with Superior for over 6 years, working on graffiti abatement contracts the whole time. Robert now oversees all of our graffiti abatement contracts and crews. He spends a great deal of his time inspecting areas; Robert will be assigned to oversee the Montebello Graffiti Abatement if awarded this contract. Robert worked for Graffiti Control for 2 years prior to joining our team. He had almost 5 years of prior experience in painting. Robert has excellent references and experience in both painting and pressure washing.

Chris Bruneck
Field Supervisor

Chris has grown up with Superior and has worked in all phases of the company. He has worked as a janitor, graffiti crew, data entry, and maintenance crew. He now oversees all of our maintenance work, pressure washing and new construction clean-up work. He also helps out with graffiti abatement in the flood channels when necessary. Chris has a passion for soccer and is attending college pursuing a degree in accounting.

Graffiti Abatement Crew members

Roberto Cazares Murillo – 25 years of painting experience/7 years in graffiti removal
Francisco Santos - 10 years of painting experience/3 years in graffiti removal
Rogelio Vasquez – 15 years of painting experience/6 years in graffiti removal
Jesus Navarro Jr. – 5 years of painting experience/2 years in graffiti removal
Jesus Navarro Sr. – 4 years of painting experience/3 years in graffiti removal
Jose Chavez – 10 years of painting experience/5 years in graffiti removal
Joshua Moreno – 1 year of painting experience/6 months in graffiti removal
Alejandro Gonzalez – 5 years of painting/pressure washing experience/4 years in graffiti
Rolando Avila – 2½ years of painting experience/1 year in graffiti removal
Joseph Luna – 5 years of painting experience/1 year in graffiti removal
Ramon Santos – 9 years of painting experience/5 years of graffiti removal
Alejandro Trujillo – 3 years of painting experience/2 years of graffiti removal

All of our crewmembers have had a minimum of one year of prior painting experience. They must have and maintain a clean driving record. They receive 2 weeks of extensive training by Superior prior to being placed on a crew in the field. They learn paint color matching, painting techniques, reporting, safety, paint sprayer maintenance and additional training in their specific area.

Financial References

Banks

Union Bank
13300 Newport Ave.
Tustin, CA 92680
(714) 730-8252

Wells Fargo Bank
14601 Redhill Avenue
Tustin, CA 92780
(714) 838-7901

Orange Community Bank
1045 West Katella Ave.
Orange, CA 92867
(714) 532-0700

Accountant
Diane Martin DeCrona, CPA
Attorney At Law
3300 Irvine Ave., Suite 250
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Attorney
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Insurance
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4848 Lakeview Ave. #201-D
Yorba Linda, CA 92886
(714) 777-8388

Major Vendor
Vista Paints
2020 E. Orangethorpe
Fullerton, CA 92681
(714) 680-3800

Superior Property Services, Inc.

Partial Reference List

AMC MANAGEMENT
AMERISTAR LENDING GROUP
AMERICAN RED CROSS
BIXBY LAND COMPANY
BPS GROUP
BRENTWOOD COUNTRY CLUB
BRYMAN COLLEGE
CANYON ACRES CHILDREN SERVICES
CENTER TRUST
CITY OF CLAREMONT
CITY OF COLTON
CITY OF RIVERSIDE
CITY OF SANTA ANA
CITY OF WEST COVINA
COUNTY OF LOS ANGELES
COUNTY OF ORANGE
DIX DEVELOPMENT
DW HOLLAND COMPANY
EASY ACCESS SELF STORAGE
EPOCH CONSTRUCTION
FLEET FUELS
FOUNTAINGLEN PROPERTIES
GODBAY MONROE
GT BICYCLES
HACKETT MANAGEMENT CORP.
IC MYERS PROPERTIES
KF PARTNERS
LIMELIGHT JAVA
LOS ANGELES COUNTY FLOOD CONTROL

MADISSON MARQUETTE MANAGEMENT
MARNELL CORRAO
MC CARRION AIRPORT,- Las Vegas, NV
MINI-U-STORAGE
NATIONAL AUCTION PROPERTIES, INC.
NEW YORK, NEW YORK HOTEL, Las Vegas, NV
ORANGE COAST JEEP, GMC & BUICK
ORANGE COUNTY HEAD START
ORANGE COUNTY PARENTS & TEACHERS
PHILARMONIC HOUSE OF DESIGN
PRESBYTERIAN CHURCH OF THE COVENANT
PROWEST PCM, INC.
RESCO SELF STORAGE
RIDGEPARK LANDSCAPE
RIVERSIDE COUNTY TRANS. COMMITTEE
RUBY'S RESTAURANTS
S & S BUILDING MAINTENANCE
SCHROEDER MANAGEMENT
SHOOK PROPERTIES
SHURGARD SELF-STORAGES
SPERRY VAN NESS
SOUPLANTATION RESTAURANTS
THE CARLSON COMPANY
TUSTIN UNIFIED SCHOOL DISTRICT
UNITED CONSTRUCTION
W. CRAIG DOOTSON
WAHOO'S RESTAURANTS
X-TECHNOLOGIES
24 HOUR FITNESS CENTERS

PLAN OF ACTION / QUALITY ASSURANCE

Procedures & Techniques Proposed

Superior has maintained this contract for over the last three years and are currently providing service under a month-to-month agreement since the expiration of the last contract period. We also have the contracts for graffiti abatement of everything below the required 2nd story. As such we understand the importance of responding to all special requests and required of these contracts. We have implemented a "NO EXCUSE POLICY". Also we must point out that the estimates in the RFP were reversed; it should be \$20,000 for Districts 2 and 5; and \$35,000 for districts 1 and 4. Districts 1 and 4 have always required more service and time and in the past have always been higher than districts 2 & 4.

The following plan was compiled after a comprehensive and detailed inspection of each area, and extensive cost analysis.

The contracts in this proposal have been fixed contracts with no Cost of Living (CPI) increases over the last three years, while labor; fuel; paint; and insurance have all increased. Gang activity has increased which results in an increase in the amount of graffiti. Business owners and residents in these areas are much more aware of the county's Graffiti Hot Line, so it is no coincidence that the number of tags being called into the Hot Line has increased by 45% or more. In addition to these issues the current RFP, rightfully, is the most comprehensive and demanding we have seen since the programs inception. Superior has proven that they maintain a higher completion of tags to contract price, which translates into a much lower cost of graffiti removal for the county per square foot.

We point these factors out so that our proposals will be given serious consideration even though they may not be the lowest priced. We would hope that strong consideration would be given to our plan of actions, references and experience before making a decision based on price alone. Superior has proven itself as more than competent in our response times, reporting and maintaining accurate records. Our response times in completing work orders have always been of highest priority. We can assure you our proposal and plan of action will give you the best service for the money. Please keep in mind the following guideline when evaluating the number of crews being used on average:

- 1 crew = 500,000 Sq. Ft. of graffiti removed
- 1 crew = clears 6,000 tags/year
- 1 crew = cost \$4,000 per month (labor; paint; fuel & insurance)

All work orders received in our office are time stamped, collated by geographical areas and entered into our database. Each graffiti abatement crew (GAC) receives a daily log of work orders, grouped by location. We maximize the time our people spend in the area removing graffiti and reduce the time spent completing paperwork.

Our staff can easily determine how many work orders were received, completed and outstanding for any given period. We track frequency of tags and hot areas; square footage and job times, on a continuing basis.

Over the years we have established a partnership with a major paint supplier to provide us with recycled paint at the lowest prices possible. Our supplier has committed to us for the next 3 years to lock their current prices, provide inventory and stock Superior Graffiti Block paint. They will ship to our warehouses within 24 hours and will stock our products in any of their local stores requested. They will also provide next day service for all color matches. We maintain a huge inventory and catalogue of custom colors for each area. So in most cases we have very little delay as a result of needing to match specific colors. In the few instances when we do not have the color necessary to complete a work order, we have next day service through our paint vendor for a custom colors. Also in an effort to keep our paint costs under control we obtain mismatch paints from paint contractors and paint stores. We then remix and re-tint these paints to our existing colors to lower our overall paint costs.

All of our crews are based out of one or our satellite warehouses (Vernon; Pomona or Santa Ana) located near contract service areas. Our crews work 5 days per week from 6:30am to 2:30pm, Monday through Friday. As a result of locating our warehouses closer to the areas and reducing the crew's paper work we have estimated that our crews average 2 hours more time actively removing graffiti than our competitors. In the event of rain, high graffiti incidents or special requests our crews could be required to work Saturdays.

We work closely with the Sheriffs Department, neighborhood watch programs, and non-profit organizations to clean up alleys and high visibility areas. We found that these programs could be very successful when combined with an aggressive graffiti abatement program. No other contractor has the reputation Superior has for contributing back to the communities or assisting the sheriffs department with establishing ways to counter the graffiti problems. We have always taken a proactive approach to removing graffiti and participate in all programs that work to that end. Our budgets include funds for additional crews if necessary, supervisors, 2-man crews' in high crime areas; and funds for community work programs.

All crews are uniformed equipped with cell phones. Each truck is equipped with custom ladder racks, emergency flashers, cones, paint sprayers and a system for handling smaller tags and curbs. We also have trailer mounted and truck mounted pressure washers available for daily service. In areas that require significant amounts of pressure washing we have found that it is much more efficient to use a separate pressure washing crew. However, in other areas it is more efficient to equip the GAC with pressure washing capability as well as full paint removing equipment. Each crew is professionally trained prior to beginning work. Our supervisors carry extra supplies and are available to assist the GAC.

Districts 1 & 4 2nd Story

Annual Proposed Price: \$36,120

- **1 roving 2 man paint crews (3 days/week)**
- **1 supervisor (2 days/week)**
- **Additional support as needed**

Districts 2 & 5 2nd Story

Annual Proposed Price: \$33,600

- **1 roving man paint crews (3 days/week)**
- **1 supervisor (1 days/week)**
- **Additional support as needed**

We have an excellent understanding of the special requirements of this area and the local business and property owners. We have performed graffiti abatement in this area continually for the last 3 plus years. In the last 18 months a number of new trends have been observed. The amount of gang activity has increased dramatically. A more important concern, we have noticed, is that the gang activity is coming from much younger individuals who are much more violent. On several occasions our crews have had to leave the area quickly as a result of being threatened. We have learned that to remove graffiti from certain locations we do so only with the presence of a Sheriff's Officer. We have worked closely with the Sheriffs department to reduce the inherit risks of this area. In the past we had developed a working relationship with the Sheriff's Department in order to provide timely and safe graffiti abatement. We continue to work with business owners to limit the access to some of the 2nd story areas, like roof tops.

Through experience, we have developed specific geographical patrol areas in the district to assure maximum coverage. It is also necessary to use a 2 man crew for these contracts for safety reasons and efficiency. You do not want to have one man climbing up and down a ladder by himself with out any support. Over 90% of the graffiti in this area can be removed by painting over existing painted walls. For the remaining 10% we would provide a roving 2 man pressure washing crew in the area several times a week as needed. We have found that the best use of our personnel is to combine the painting crew and pressure washing crews in this area. In addition we would assign our supervisor, who was promoted from this area, to oversee the area and assign additional crews when necessary. It is very important to maintain a proactive approach to graffiti abatement in the area. We would anticipate that for every work order completed our crews would remove all tags in and around the area to avoid having to immediately return. Our crews and supervisor will identify the hot areas and patrol these areas on a daily basis due to the frequency of graffiti. We already provide service in these areas with our other contracts and these crews can notify us when they observe any 2nd story graffiti.

Training Program

All new crewmembers go through a two-week training program prior to working in the field. The training program will consist of the following:

- ◆ Three days of painting techniques; color matching; equipment care; preparation and cleanup;
- ◆ One day of safety procedures; Material Safety Data Sheets; and office procedures
- ◆ Two days of field training which will consist of familiarization with the specific zone and graffiti removal problems.
- ◆ Five days of field training with a supervisor.

We have an existing relationship with Dunn Edwards Paints and have established a training program where they will provide training in painting equipment, painting techniques and color matching.

After 90 days all employees must be reviewed and go through an additional day of training prior to being taken off probation status.

All Superior's field personnel receive on going training specific to their jobs. Superior provides monthly mandatory training sessions for all personnel. This training includes safety issues as well as specific employment issues, such as sexual harassment issues, employment benefits and policies.

Superior requires all crew members be bilingual and in order to insure that takes place we encourage all employees attend English/Spanish classes. We provide flexible schedules and reimburse up to 75% of the cost for such classes.

Billing Method / Accounting Procedures

Superior utilizes state-of-the-art computer accounting and data base systems. Our computers are networked and include high speed internet capabilities and communication software.

We are currently developing a program system similar to that used by UPS to track packages. Our system will allow us to track and route each work order to maximize the efficiency of each crew. In addition, we will be able to pin point hot spots, list all outstanding work orders, and more accurately reflect the time to complete and the cost associated with each work order. This new system we will come close to being a paperless system of tracking work orders in the field.

Currently each crew maintains a log of all work performed. This log shall includes type of structure, facility, job location date, time, type of work required, completion time, and amount of material, paint color and comments. We log all work orders into our data base and track their completion. This Database system can be linked to our accounting system to insure proper billing. Every service call is logged in and maintained for 3 years. Our billing will be by zone and will include labor hours, number of work orders completed, and materials used.

Internally we focus our attention on two primary areas. First we organize and log all work orders in each area before they are sent to the crew. This eliminates wasted time in the field and insures that time is spent actually removing graffiti. Secondly we make sure that our warehouses are close to our contract areas. Again this maximizes time spent removing graffiti. We are the only contractor in the industry that maintains warehouses based on the location of our contract. Supplies are delivered and inventoried at each warehouse so there is no wasted or down time. Our graffiti crews spend far more time actually removing graffiti than any of our competitors.

Communication

Superior will continue to maintain an office in Santa Ana as well as one or more satellite warehouse in the Los Angeles area. We anticipate that work request can be faxed to our 800 fax number or called into our phone at (800) 741-2532, where our bilingual office staff would forward the work order to the appropriate crew. We currently maintain all staff with mobile phones and our 24-hour voice mail can reach company owners and supervisors when necessary. Work orders faxed to us would come into our computer and automatically log into our system. Each crew has cellular phones with GPS capability so we can monitor their routes in real time. This phone system also allows them to log in when starting their shift, lunch period and ending their shift. This new system allows us to adjust routs and handle all requests in a timely manner.

Employee Benefits

Eligible employees at Superior are provided a wide range of benefits. A number of the programs (such as Social Security, workers' compensation, state disability, and unemployment insurance) cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including employee classification. Your supervisor can identify the programs for which you are eligible. Details of many of these programs can be found elsewhere in the employee handbook.

The following benefit programs are available to eligible employees:

- ❖ Health Insurance
- ❖ Holidays
- ❖ Personal/Sick Leave Benefits
- ❖ Vacation Benefits

Some benefit programs require contributions from employees, but most are fully paid by Superior.

Vacation Benefits

Vacation time off with pay is available to eligible employees to provide opportunities for rest relaxation, and personal pursuits. Employees in the following employment classification(s) are eligible to earn and use vacation time as described in this policy:

- ❖ Regular full-time employees

The amount of paid vacation time employees receive each year increases with the length of their employment as shown in the following schedule:

- ❖ After 1 year of eligible service the employee is entitled to 5 vacation days each year.
- ❖ After 3 years of eligible service the employee is entitled to 7 vacation days each year.
- ❖ After 5 years of eligible service the employee is entitled to 10 vacation days each year.

The length of eligible service is calculated on the basis of a "benefit year." This is the 12-month period that begins when the employee starts to earn vacation time. An employee's benefit year may be extended for any significant leave of absence.

Once employees enter an eligible employment classification, they begin to earn paid vacation time according to the schedule. Earned vacation time is available for use in the year following its accrual.

Paid vacation time can be used in minimum increments of one day. To take vacation, employees must request advance approval at least two weeks prior to their requested vacation start date to the office manager. Requests will be reviewed based on a number of factors, including business needs and staffing requirements. In most cases no more than 5 consecutive days of vacation will be granted at one time.

Vacation time off is paid at the employee's base pay rate at the time of vacation. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

As stated above, employees are encouraged to use available paid vacation time for rest, relaxation, and personal pursuits. In the event that available vacation is not used by the end of the benefit year, employees will forfeit the unused time.

Upon termination of employment, employees will be paid for unused vacation time that has been earned through the last day of work for that year.

Holidays

Superior will grant holiday time off to all employees on the holidays listed below:

- ❖ New Year's Day (January 1)
- ❖ Good Friday (Friday before Easter) Half day off
- ❖ Independence Day (July 4)
- ❖ Labor Day (first Monday in September)
- ❖ Thanksgiving (fourth Thursday in November)
- ❖ Christmas (December 25)

Superior will grant paid holiday time off to all eligible employees who have completed 90 calendar days of service in an eligible employment classification. Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day. Eligible employee classification(s):

- ❖ Regular full-time employees

To be eligible for holiday pay, employees must work the last scheduled day immediately preceding and the first scheduled day immediately following the holiday.

A recognized holiday that falls on a Saturday will be observed on the proceeding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday. In all cases if the legal holiday falls on a weekend it will be observed on the Federal legal holiday set by U.S. government offices.

If a recognized holiday falls during an eligible employee's paid absence (e.g., vacation, sick leave), the employee will be ineligible for holiday pay.

If eligible nonexempt employees work on a recognized holiday, they will receive wages at their straight-time rate for the hours worked on the holiday and be given an additional day off.

Worker's Compensation Insurance

Superior provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Employees who sustain work-related injuries or illnesses should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

Neither Superior nor the insurance carrier will be liable for the payment of workers compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by Superior.

Sick Leave Benefits

Superior provides paid personal/sick leave benefits to all eligible employees for periods of temporary absence due to illnesses or injuries. Eligible employee classification(s):

❖ Regular full-time employees

Eligible employees will accrue personal/sick leave benefits at the rate of 3 days per year (.25 of a day for every full month of service). Sick leave benefits are calculated on the basis of a "benefit year," the 12-month period that begins when the employee starts to earn sick leave benefits.

Employees can request use of paid personal/sick leave after completing a waiting period of 90 calendar days from the date they become eligible to accrue personal/sick leave benefits. Paid personal/sick leave can be used in minimum increments of one day. Eligible employees may use personal/sick leave benefits for an absence due to their own illness or injury or that of a family member who resides in the employee's household.

Employees who are unable to report to work due to illness or injury should notify their direct supervisor before the scheduled start of their workday if possible. The direct supervisor must also be contacted on each additional day of absence.

Personal/Sick leave benefits will be calculated on the employee's base rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials.

Health Insurance

Superior's health insurance plan provides employees and their dependants access to medical insurance benefits. Employees in the following employment classifications are eligible to participate in the health insurance plan:

❖ Regular full-time employees

Eligible employees may participate in the health insurance plan subject to all terms and conditions of the agreement between Superior and insurance carrier. Superior agrees to pay for one-half of the cost of all employees after a ninety day waiting period. The cost of dependent coverage is the responsibility of each employee. Insurance will be deducted from employees paychecks.

Details of the health insurance plan are described in the Summary Plan Description (SPD). An SPD and information on cost of coverage will be provided in advance of enrollment to eligible employees. Contact the Office Manager for more information about health insurance benefits.

Superior Property Services, Inc.
Response to Regulatory Compliance

- i. Where do Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite? If the latter is Proposer's practice/process, when does Proposer consider the employees shift to have started? At a central site or upon arrival at the work location?

Employees report to one of our Warehouses (Pomona; Vernon or Santa Ana) where they have been assigned. The employee's shift starts when they arrive at the warehouse and clock in. Time cards and time clocks are at each warehouse. Our shifts start at 6:00am and end at 2:00pm.

- ii. How does Proposer know employees actually reported to work and at what time?

There is an On Site Supervisor at the warehouse. Plus our new cell phones with GPS system records the time and location when they clock in.

- iii. What records are created to document the beginning and ending times of employees actual work shifts? What records are maintained by Proposer of actual time worked? Are the records maintained daily or on another frequency? Who creates these records? Who checks the records and what are they checking for? What happens to these records? Are they used as a source document to create Proposers' payroll?

Employees have daily time cards to check in and check out. Time cards are electronically date and time stamped. The Supervisor will check the time cards at the end of the shift to make sure they are accurate, he will then deliver them to our office on a weekly basis. These time cards are inputted into our payroll system and twice a month we submit to our payroll service for processing of pay checks. All of our payroll is reviewed on a regularly basis by Diane DeCrona, tax attorney.

- iv. What is the source document used? Who prepares and who check the source document? Does the employee sign it? Who approves the source document and what do they compare it with prior to approving the source document? *The source document would be the individual employee time cards. After input we also create a payroll journal for our review. The employee initials each time card as to its correctness. Prior to turning the time cards the supervisor review them and initials them.*

- v. How does Proposer firm know that employees take mandated breaks and meal breaks? Does proposer maintain any written supporting documentation to validate that the breaks actually occurred? If so, who prepares, reviews, and approves such documentation?
- The employee's shift of 8 hours includes a 15 minute break and a ½ hour lunch, both are paid breaks and part of the employees shift. Each employee notifies the supervisor when and where they are taking there breaks. This is done as a safety measure, as a result of the areas we patrol.***

Superior Property Services, Inc.
Response to Payroll Preparation

- i. How are Proposer's employees paid? If by check, do they receive a single check for straight time and overtime or are separate payments made? What information is provided on the check?
- Our Employees are paid twice per month on the 1st and 15th of each month. They are issued one check which would include all pay for straight time, overtime, vacation and sick pay. All information is provided on each check along with year to date totals.***
- ii. If Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check. If the employee has multiple wage rates, how does the person preparing the payroll calculate total wages paid?
- We use a Payroll service and in the few cases where multiple pay rates are used they are listed separately on the check.***
- iii. If Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll. If the employee has multiple wage rates, how does the automated payroll system calculate the total wages paid? Is it embedded in the software program or does someone have to override the system to perform the calculation?
- We use a payroll service and we provide them with the pay rates and hours at each pay rate when necessary. It is neither embedded in the software nor does it have to be overwritten. It is a simple function for the payroll service to track.***

- iv. How is travel time during an employees shift paid? At what rate is such travel time paid if the employee has multiple wage rates?

Travel time is paid at the regular rate. Any travel time would occur after they have clocked in and would be considered part of there shift. Our employees do not use there own vehicles and do not take our vehicles home. Any of our employees working on County jobs would be paid at the higher pay rate if there was a discrepancy.

- v. How does proposer calculate overtime wages? What if the employee has multiple wage rates?

Overtime is paid on any hours over the 8 hour shift provided they worked a 40 hour week. Overtime is paid at 1 ½ time the pay rate for the first four hours and 2 times over 12 hours. In the event there are multiple rates the overtime is calculated on a weighted average per Labor Regulations.

LIVING WAGE & PAYROLL INFORMATION:

Superior believes it is in everyone's best interest to provide a living wage to our employees. Therefore all employees involved with these L.A. County contracts will receive the benefits of the Living Wage Program.

Currently we offer Kaiser Permanente Health Insurance (policy #210174) Plan #4. In order to meet the new living wage requirements we are considering switching our Benefits plan to CIGNA HealthCare Med Plus Plan which would provide full medical for our employee and dependents at a cost of \$2.20 per hour And plus an hourly wage of \$9.75 per hour. In the alternative, we would increase the wage rate paid to our employees working on this contract to a minimum of \$11.88 per hour.

These benefits would than be added to our current employee manual, which includes the following vacation and sick leave benefits:

Superior complies with all State and Federal labor regulations and record keeping requirements. We currently use Quickbooks Payroll Service for all of our payroll reporting, payroll deposits and payroll checks. Every employee receives a written employee manual and acknowledges that they have read and understand our employee manual. Our manual outlines our payroll policies including the following:

- Superior pays on the 1st & 15th of each month
- Pay period is through the 25th and the 10th of each month
- All employees are provided with cell phones with GPS capability with Xora System which records the time they clock in for their shift and their location at time of shift start and shift end. It also records the location and start and end period of their lunch break.
- All employees must also use time cards provided and clock in and out as a back up system to the Xora system.
- Time cards are to be reviewed and initialed as to correctness prior to the preceding pay period, any discrepancy need to be brought to our attention immediately.
- The time cards are used as the backup document for data input and provided to Quickbooks Payroll Service to generate pay checks
- Each pay check and time card is reviewed and signed by our Vice President and delivered to the employee. Pay checks maybe automatically deposited directly into employees account, mailed, picked up or delivered, per the employee's request.
- Supervisors are to monitor employee's arrival and departures from the work place and accuracy of the time cards.
- All time cards and payroll records are kept for a minimum of 5 years.

- All overtime will be paid on the next pay period at the current pay rate or in the event of multiple pay rates they will receive the rate at which the job is classified at or a blended rate using the higher rate.
- Overtime must be approved by the supervisor, if unapproved overtime has occurred the employee will be paid all requested hours and a written notice of our policy will be given to the employee and his/her payroll file will be documented.
- If an employee has more than one rate of pay, the weighted average of the combined pay rates will be used to determine the overtime rate.
- Employees report to work at the warehouse location they have been assigned to and they return to the same warehouse upon completion of their shift times begin and end when employee has arrived at the warehouse and either begun their tasks or end their required tasks. All travel time after clocked in is included in their normal shift and paid at the rate of the current task. Employees working under a County Living wage Contract will complete a full shift under those terms regardless of his duties. We will not breakup shifts at different rates. If there is a discrepancy in rates the discrepancy will be resolved in the employees favor and at the higher rate of pay.
- Superior shifts are 8 hours with one 15 minute break and ½ hour for lunch. Superior pays regular time for both the break time and lunch time.
- Employee's notify their supervisor of the time and location of their morning break and lunch break.

This portion of the proposal highlights the key areas regarding our employee policies. However, additional policies may exist to insure that we are in compliance with all Local, State and Federal regulations.

Funding Sources

Superior has been in business for over 15 years and have established banking relationships with both Union Bank and Orange Community Bank. Orange Community Bank has reviewed our financials and have indicated a willingness to provide a substantial line of credit if needed for any expansion. Superior has no debt and has capital available for expansion. Our paint suppliers have given us a 3-year price commitment to insure our ability to meet our contractual obligations. No outside funding is anticipated.

Transporting Workers & Materials

Superior has established satellite warehouses located centrally to our graffiti abatement contracts. Employees would be required to report directly to the assigned warehouse before beginning their shift to check out their vehicles, equipment, supplies, work orders and instructions to begin their shift. At the end of their shift, they would return to the warehouse so all equipment can be cleaned and serviced and available for the next day's schedule. Our own in-house maintenance staff services all trucks.

All employees are required to clock in (secured time clocks are on site) prior to beginning shift and at the end of each shift. Time cards are maintained in our corporate office. Supervisors are required to oversee each morning shift and insure that all inventory and equipment is ready for each crew.

List of Vehicles and Equipment

1997 GMC Sierra Pickup Truck
2000 Toyota Tundra Truck
1990 Toyota Truck
1996 Chevy S-10
1998 Dodge Dakota
1993 Ford 250
1996 Dodge Dakota
1994 Ford Ranger
1994 Chevy S-10
2000 Ford 250 Flatbed
1998 Dodge Dakota
2003 Chevy S-10 Stake bed
1998 Chevy S-10
1999 Dodge Dakota
1999 Ford Ranger
2003 Dodge Dakota
2003 Ford Van
2004 Chevy Silverado
2006 Ford F150
Trailer Mounted Landau Pressure Washer/Steam Cleaner
Trailer Mounted Landau Pressure Washer/Steam Cleaner
Truck Mounted Hydro Pressure Washer/Steam Cleaner
Trailer Mounted Hydro Blaster Pressure Washer/Steam Cleaner
Extension wands for water blasting of high areas
2 Sand blasting pots and wands
Airless Paint Sprayers:
 5000 Grayco Airless Paint Sprayer
 3900 Grayco Airless Paint Sprayer
 Speedflow 5500
 (12) Speedflow 8900Gh
 Speedflow 4900XLT
 Graco GH230
Coleman 8 HP Generator
Portable scaffolding
Extension Ladders and Step Ladders
Custom Ladder Racks with water tanks
Custom Hose Reels
Full supply of all pressure washing equipment, hoses and Turbo
nozzles
Full supply of sand blasting equipment
Full supply of all painting equipment & hoses
550 feet of Rubber Steel jacketed fire hose
Steel Eagle Surface cleaning spinners
Floor scrubbers for concrete and flooring

REQUIRED LICENSE AND PROOF OF INSURANCE

Licenses

Superior maintains a class C-33 Contractors License.

Insurance

Superior maintains full insurance coverage including Workers Compensation, General Liability, and Auto. **(See attached certificate of Insurance.)**

Health Insurance is offered to all new employees and is available after 180 Days of continuous employment.

Price Sheets/ Bids

See Attached

Additional Data (last section)

No subcontractors or sub consultants will be used to comply with these contracts.

Superior Property Services, Inc.

PROPOSER'S REFERENCE LIST

A. County of Los Angeles Graffiti Abatement Contracts

1997	Zone 1A
1998-1999	Zone 1A, 1B and Flood Control Channels
1999-2002	Zone 1D, 1E, 1D, 2A, 2B, 4A, and 5A
2003-2005	Zone 1A, 1B, 1D, 1G, 2A, 2D, 2E, Flood Channel, and 2 nd Story (district 1 & 2)
Current Fiscal Year	Zone 1A, 1B, 1D, Flood Control Channel, 2 nd story (District 1 & 2), 5D, 5E, 5F, and 5G

B. Other governmental agencies and private companies

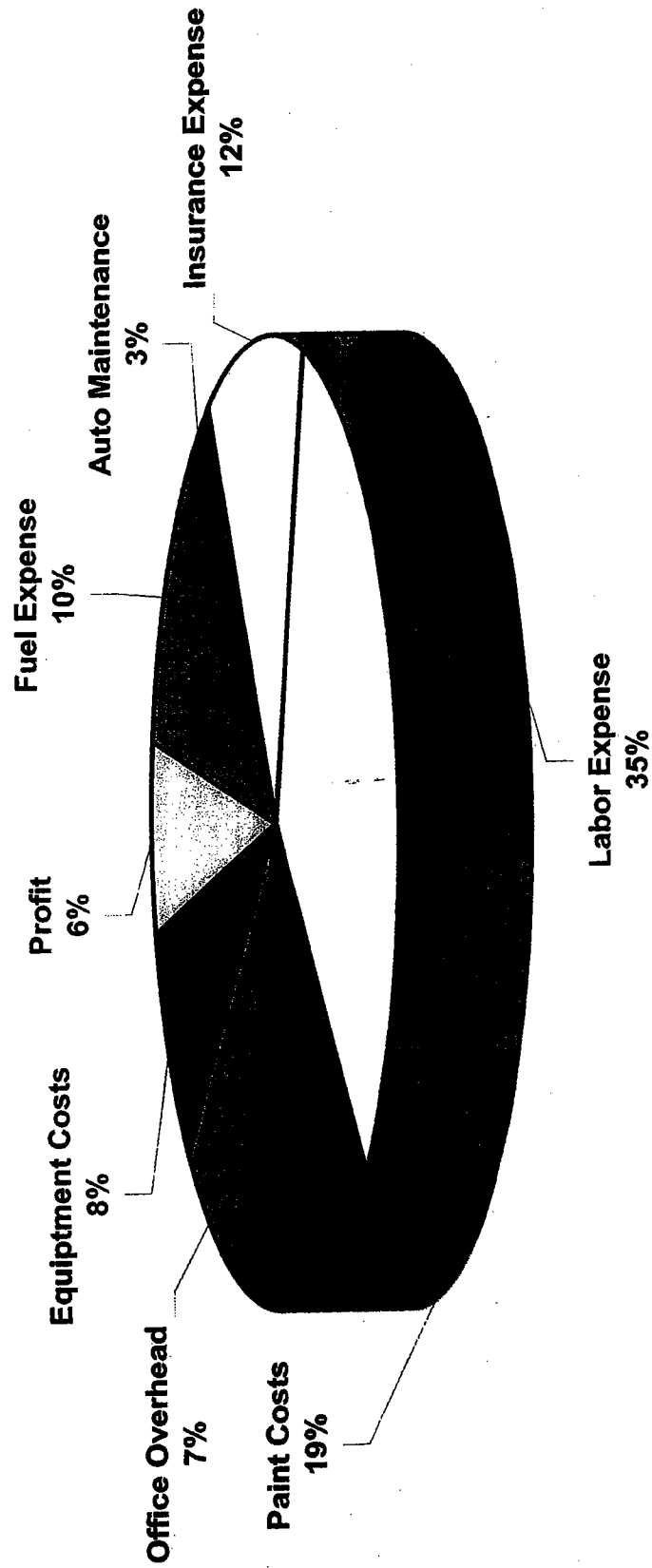
2001 – Current Fiscal Year	County of Orange (Graffiti Abatement Contract) Includes County buildings County Court house interior/exterior
Current Fiscal Year	City of West Covina (Graffiti Abatement Contract)
Current Fiscal Year	City of Colton (Graffiti Abatement Contract)
Current Fiscal Year	City of Riverside (Graffiti Abatement Contract)
Current Fiscal Year	City of Claremont (Graffiti Abatement Contract)
2004 – Current Fiscal Year	Santa Ana Police Department (Pressure Washing and Graffiti Abatement)
2004 – 2006	San Bernardino (Graffiti Abatement Contract) Supervisory Districts 2 & 4

THE FACTS


- **16,760,683** Sq. ft.
 - Total Graffiti removed
- **116,141**
 - Total # of Tags removed
- **151**
 - work orders completed per day
- **23,228** (21.25%)
 - Number of LA County Work Orders
- **68,112** hours
 - Labor used
- **33,521** gal.
 - Paint applied
- **14¢** per sq. ft.
 - Cost to remove graffiti
- **\$11.42** per tag
 - Cost per tag

Based on work performed on Los Angeles County contracts by
Superior Property Services over the last three years.

GRAFFITI ABATEMENT COSTS



VERIFICATION OF PROPOSAL

DATE: Mar. 21, 2007		THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:	
1. THIS DECLARATION IS GIVEN IN SUPPORT OF A PROPOSAL FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES.			
2. NAME OF SERVICE: Second-Story Graffiti Removal Services (2007-PA012)			
DECLARANT INFORMATION			
3. NAME OF DECLARANT: Larry DeCrona			
4. I AM DULY VESTED WITH THE AUTHORITY TO MAKE AND SIGN INSTRUMENTS FOR AND ON BEHALF OF THE PROPOSER(S).			
5. MY TITLE, CAPACITY, OR RELATIONSHIP TO THE PROPOSER(S) IS:			
PROPOSER INFORMATION			
6. Proposer's full legal name: Superior Property Services, Inc.		Telephone No.: (714) 285-1200	
Address: 1415 E. McFadden Ave., Ste. D Santa Ana, 92705		Fax No.: (714) 285-1202	
e-mail: Larry@superior.com	County WebVen No.: 51739001	IRS No.: 33-0723535	Business License No.: 835687
7. Proposer's fictitious business name(s) or dba(s) (if any):			
County(s) of Registration:		State:	Year(s) became DBA:
8. The Proposer's form of business entity is (CHECK ONLY ONE):			
<input type="checkbox"/> Sole proprietor	Name of Proprietor:		
<input checked="" type="checkbox"/> A corporation:	Corporation's principal place of business: 1415 E. McFadden Ave., Suite D Santa Ana		
	State of incorporation: California		Year incorporated: 1995
<input type="checkbox"/> Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts	President/CEO:		
	Secretary:		
<input type="checkbox"/> A general partnership:	Names of partners:		
<input type="checkbox"/> A limited partnership:	Name of general partner:		
<input type="checkbox"/> A joint venture of:	Names of joint venturers:		
<input type="checkbox"/> A limited liability company:	Name of managing member:		
9. The only persons or firms interested in this proposal as principals are the following:			
Name(s) Larry DeCrona	Title President	Phone (714) 285-1200	Fax (714) 285-1202
Street 1415 E. McFadden Ave	City Santa Ana	State CA	Zip 92705
Name(s) Ron Bruneck	Title Vice President	Phone (714) 285-1200	Fax (714) 285-1202
Street 1415 E. McFadden Ave	City Santa Ana	State CA	Zip 92705
10. Is your firm wholly or majority owned by, or a subsidiary of another firm? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
If yes, name of parent firm: _____			
State of incorporation/registration of parent firm: _____			
11. Has your firm done business under any other name(s) within the last five years? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, please list the other name(s):			
Name(s): _____		Year of name change: _____	
Name(s): _____		Year of name change: _____	
12. Is your firm involved in any pending acquisition or merger? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
If yes, indicate the associated company's name: _____			
13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.			
14. CHECK ONE: <input type="checkbox"/> (a) I am making these representations on my personal knowledge; OR			
<input checked="" type="checkbox"/> (b) I am making these representations based on information and belief that they are true.			
I declare under penalty of perjury under the laws of California that the foregoing is true and correct.			
Signature of Proposer or Authorized Agent: 			Date: 3/20/07
Type name and title: Larry DeCrona, President			


SCHEDULE OF PRICES

FOR

SECOND-STORY GRAFFITI REMOVAL SERVICES
(2007-PA012) – SD 1 AND 4

The undersigned Proposer offers to perform the work described in the Request for Proposals for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

DESCRIPTION	PRICE PER MONTH	ANNUAL PRICE (PRICE PER MONTH X 12)
Supervisory Districts 1 and 4	\$ 3,010.00	\$ 36,120.00

LEGAL NAME OF PROPOSER Superior Property Services, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON President		
DATE March 21, 2007	STATE CONTRACTOR'S LICENSE NUMBER 835687	LICENSE TYPE C33
PROPOSER'S ADDRESS: 1415 E. McFadden Ave., Suite D Santa Ana, CA 92705		
PHONE (714) 285-1200	FACSIMILE (714) 285-1202	E-MAIL Larry@4superior.com


SCHEDULE OF PRICES

FOR

**SECOND-STORY GRAFFITI REMOVAL SERVICES
(2007-PA012) – SD 2 AND 5**

The undersigned Proposer offers to perform the work described in the Request for Proposals for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

DESCRIPTION	PRICE PER MONTH	ANNUAL PRICE (PRICE PER MONTH X 12)
Supervisory Districts 2 and 5	\$ 2,800.00	\$ 33,600.00

LEGAL NAME OF PROPOSER Superior Property Services, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON President		
DATE March 21, 2007	STATE CONTRACTOR'S LICENSE NUMBER 835687	LICENSE TYPE C33
PROPOSER'S ADDRESS: 1415 E. McFadden Ave., Suite D Santa Ana, CA 92705		
PHONE (714) 285-1200	FACSIMILE (714) 285-1202	E-MAIL Larry@4superior.com

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: Superior Property Services, Inc.			
Company Address: 1415 E. McFadden Ave., Suite D			
City: Santa Ana	State: CA	Zip Code: 92705	
Telephone Number: (714) 285-1200			
(Type of Goods or Services): Graffiti Abatement Services			

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

Part I: Jury Service Program Is Not Applicable to My Business

☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.


"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

Part II: Certification of Compliance

☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Larry DeCrona	Title: President
Signature: 	Date: 3/20/07

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: Second-Story Graffiti Removal Services (2007-PA012)
 SERVICE BY PROPOSER Graffiti Abatement Services

PROPOSAL DATE: March 21, 2007
Superior Property Services, Inc.

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5. CALENDAR YEARS PRIOR TO CURRENT YEAR

	2002	2003	2004	2005	2006	Total	Current Year to Date
1. Number of contracts	50	65	70	40	40	265	45
2. Total dollar amount of Contracts (in thousands of dollars)	111	700	900	525	975	3,211	243
3. Number of fatalities	0	0	0	0	0	0	0
4. Number of lost workday cases	5	0	0	0	0	5	0
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	0	0	0	0	0	0	0
6. Number of lost workdays	5	0	2	0	0	7	0

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Name of Proposer or Authorized Agent (print) Larry DeCrona, Superior Property Services, Inc. Signature 

Date 3/28/07

CONFLICT OF INTEREST CERTIFICATION

I, Larry DeCrona

- ☐ sole owner
☐ general partner
☐ managing member
☒ President, Secretary, or other proper title) PRESIDENT

of Superior Property Services, Inc.
Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed

Larry DeCrona

Date

3/20/07

PROPOSER'S REFERENCE LIST

PROPOSED CONTRACT FOR: Second-Story Graffiti Removal Services (2007-PA012)

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and email addresses before listing. Incorrect names, telephone and/or fax numbers, or email addresses will be disregarded. Use additional pages if required.

A. COUNTY OF LOS ANGELES AGENCIES

All contracts with the County during the previous three years must be listed.

SERVICE: Graffiti Abatement	DATES: 2003 & Current
DEPT/DISTRICT: Public Works	
CONTACT: Arienne Telias	
TELEPHONE: (626) 458-4062	
FAX: (626) 979-5445	
EMAIL: atelias@dpw.lacounty.gov	

SERVICE:	DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
EMAIL:	

SERVICE:	DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
EMAIL:	

SERVICE:	DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
EMAIL:	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Graffiti Abatement	DATES: Current
AGENCY/FIRM: City of Claremont	
ADDRESS: 207 Harvard Ave. Claremont	
CONTACT: Ms. Anna Sanchez	
TELEPHONE: (909) 399-5306	
FAX: (909) 626-9985	
EMAIL: Asanchez@ci.claremont.ca.us	

SERVICE: Graffiti Abatement	DATES: Current
AGENCY/FIRM: City Of Riverside	
ADDRESS: 8095 Lincoln Ave. Riverside	
CONTACT: Mr. Bren Saki	
TELEPHONE: (951) 351-6103	
FAX:	
EMAIL:	

SERVICE: Graffiti Abatement	DATES: Current
AGENCY/FIRM: County of San Bernardino	
ADDRESS: 385 N. Arrowhead Ave. 3rd Floor	
CONTACT: Ms. Ruth Rice	
TELEPHONE: (909) 387-4141	
FAX: (909) 458-1500	
EMAIL:	


SERVICE: Janitorial/ Graffiti Abatement	DATES: Current
AGENCY/FIRM: Orange County Head Start	
ADDRESS: 2900 S. Harbor Blvd., Suite 101 Santa Ana, CA 92704	
CONTACT: Ms. Ruth O'Hagan	
TELEPHONE: (714) 241-8920	
FAX: (714) 241-0384	
EMAIL:	

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	Superior Property Services, Inc.
Address	1415 E. McFadden Ave., Suite D Santa Ana, CA 92705
Internal Revenue Service Employer Identification Number	33-072-3535

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	The proposer periodically conducts a self- analysis or utilization analysis of its work force.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Proposer	Superior Property Services, Inc.	
Authorized representative	Larry DeCrona, President	
Signature		Date 3/28/07

**Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
Firm/Organization Information Form**

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: Superior Property Services, Inc.

My County (WebVen) Vendor Number: 51739001

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

<input type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input type="checkbox"/> I AM	
<input checked="" type="checkbox"/>	As an eligible ^{state} Local SBE, I request this proposal/bid be considered for the Local SBE Preference. (see attached)

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners):						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino		1	2	1	20	10
Asian or Pacific Islander						
American Indian						
Filipino						
White	2					

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	98 %
Women	%	2 %	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title: President	Date: 3/20/01
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State of California • Department of General Services • Arnold Schwarzenegger, Governor

PROCUREMENT DIVISION

Office of Small Business and DVBE Certification

707 Third Street, 1st Floor, Room 400 • PO Box 989052

West Sacramento, California 95798-9052 • (800) 559-5529

SB APP 20050504

May 4, 2005

REF# 0026908

SUPERIOR PROPERTY SERVICES INC

1415 E MCFADDEN AVE STE D

SANTA ANA CA 92705

Dear Business Person:

Congratulations on your certified small business status with the State of California. Your certification entitles you to benefits under the state's Small Business Participation Program within state contracting, including a five percent bidding preference and special provisions under the Prompt Payment Act.

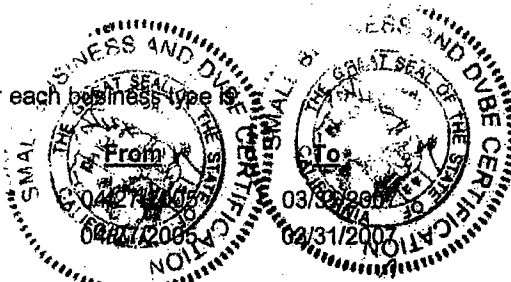
Certification period

Your certification period for each business type is

Industry

SERVICE

CONSTRUCTION



Annual Submission Requirement

To maintain your certified status, you must annually submit to the Office of Small Business and DVBE Certification (OSDC), proof of annual receipts and proof of employees for your firm and each of your affiliates (if any).

Proof of Annual Receipts

Submit to OSDC, a copy of your firm's and any affiliate firm's ENTIRE federal tax return each year following your certification. Include ALL accompanying schedules, forms, statements, and any other support documents filed with that specific tax return.

If you request a tax filing extension with the Internal Revenue Service, submit to our office a copy of the extension form. When your tax returns are filed, submit a copy of the entire federal tax return to our office.

Proof of Employees

If you have employees whose taxable wages are reported to the California Employment Development Department (EDD) on a quarterly basis, you must annually submit to our office along with your proof of annual receipts, proof of employees for your firm and any affiliates.

We will accept a copy of the EDD's "Quarterly Wage and Withholding Report" (Form DE6) or other format accepted by the EDD. Your employee documents must cover the same four quarters as the tax return you submit for your proof of annual receipts.

If you have out-of-state employees, submit the employee documentation comparable to EDD's "Quarterly Wage and Withholding Report" for the same four-quarter period.

Maintain Your Online Certified Firm Profile

GAIN/GROW EMPLOYMENT COMMITMENT


The undersigned:

- ☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and/or General Relief Opportunity for Work (GROW) employment programs.

OR

- ☒ declares a willingness to consider GAIN/GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN/GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature 	Title President
Firm Name Superior Property Services, Inc.	Date March 21, 2007

CHARITABLE CONTRIBUTIONS CERTIFICATION

Superior Property Services, Inc.

Company Name

1415 E. McFadden Ave., Suite D Santa Ana, CA 92705

Address

33-072-3535

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION

YES

NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

(✓)

()

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

()

()

Signature



Date

3/20/07

Larry DeCrona, President

Name and Title (please type or print)

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

Contractor Living Wage Declaration

The contract to be awarded pursuant to this Request for Proposals (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to Public Works before the deadline to submit proposals.

If you are not exempt from the Program, please check the option that best describes your intention to comply with the Program.

- ☐ I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- ☒ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- ☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$9.64 per hour** per employee.

Health Plan(s): Kaiser Permanente

Company Insurance Group Number: 210174

Health Benefit(s) Payment Schedule:

☒ Monthly

☐ Quarterly

☐ Bi-Annual

☐ Annually

☐ Other: _____ (Specify)

PLEASE PRINT COMPANY NAME: Superior Property Services, Inc.

I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:

SIGNATURE: 

DATE: 3/20/07

PLEASE PRINT NAME:
Larry DeCrona

TITLE OR POSITION:
President

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE

The undersigned individual is the owner or authorized agent of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm. **CHECK EACH APPLICABLE BOX.**

LIVING WAGE ORDINANCE:

- ☒ I have read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understand that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

- ☒ I have read the provisions of the RFP describing the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understand that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS :

A "Labor Law/Payroll Violation" includes violations of any Federal, State, or local statute, regulation, or ordinance pertaining to wages, hours, or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

- ☒ The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal; **OR**
- ☐ The Firm **HAS** been named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

History of Determinations of Labor Law/Payroll Violations (Check One):

- ☒ There **HAS BEEN NO** determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**
- ☐ There **HAS BEEN** a determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/ Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

- ☒ The Firm **HAS NOT** been debarred by any public entity during the past ten years; **OR**
- ☐ The Firm **HAS** been debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.


Owner's/Agent's Authorized Signature

Superior Property Services, Inc.
Print Name of Firm

Larry DeCrona, President
Print Name and Title

3/28/07
Date

N/A

COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- ☐ An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- ☐ A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- ☐ A debarment by a public entity listed below within the past ten years.

Print Name of Firm:	Print Name of Owner:
Print Address of Firm:	Owner's/AGENT's Authorized Signature:
City, State, Zip Code	Print Name and Title:

Public Entity Name	
Public Entity Address:	Street Address: City, State, Zip:
Case Number/Date Claim Opened:	Case Number: Date Claim Opened:
Name and Address of Claimant:	Name: Street Address: City, State, Zip:
Description of Work: (e.g., Janitorial)	
Description of Allegation and/or Violation:	
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	

☐ Additional Pages are attached for a total of _____ pages.

REQUESTED INFORMATION ON THE PROPOSER'S MEDICAL PLAN COVERAGE

Proposer: Superior Property Services, Inc.

Name of Proposer's Health Plan: Kaiser Permanente Date: March 21, 2007

(Please use a separate form for each health plan offered by the proposer to employees who will be working under this contract.)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium			
Employee only	<input checked="" type="radio"/> Y N	\$	
Employee + 1 dependent	<input checked="" type="radio"/> Y N	\$	
Employee + 2 dependents	<input checked="" type="radio"/> Y N	\$	
Employee + 3 dependents	<input checked="" type="radio"/> Y N	\$	
Proposer's portion of above health premium payment			
Employee only	<input checked="" type="radio"/> Y N	\$	
Employee + 1 dependent	<input checked="" type="radio"/> Y N	\$	
Employee + 2 dependents	<input checked="" type="radio"/> Y N	\$	
Employee + 3 dependents	<input checked="" type="radio"/> Y N	\$	
Any Annual Deductible?			
Per Person	<input checked="" type="radio"/> Y N	\$	
Per Family	<input checked="" type="radio"/> Y N	\$	
Any Annual Maximum Employee Out-of-Pocket Expense?			
Per Person	<input checked="" type="radio"/> Y N	\$	
Per Family	<input checked="" type="radio"/> Y N	\$	
Any Lifetime Maximum?			
Per Person	<input checked="" type="radio"/> Y N	\$	
Per Family	<input checked="" type="radio"/> Y N	\$	
Ambulance coverage	<input checked="" type="radio"/> Y N	\$	
Doctor's Office Visits	<input checked="" type="radio"/> Y N	\$	
Emergency Care	<input checked="" type="radio"/> Y N	\$	
Home Health Care	<input checked="" type="radio"/> Y N	\$	
Hospice Care	<input checked="" type="radio"/> Y N	\$	
Hospital Care	<input checked="" type="radio"/> Y N	\$	
Immunizations	<input checked="" type="radio"/> Y N	\$	
Maternity	<input checked="" type="radio"/> Y N	\$	
Mental Health	<input checked="" type="radio"/> Y N	\$	
Mental Health In-Patient Coverage	<input checked="" type="radio"/> Y N	\$	

LW-7 – PROPOSER'S MEDICAL PLAN COVERAGE (continued)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Mental Health Out-Patient Coverage	(Y) N	\$	
Physical Therapy	(Y) N	\$	
Prescription Drugs	(Y) N	\$	
Routine Eye Examinations	(Y) N	\$	
Skilled Nursing Facility	(Y) N	\$	
Surgery	(Y) N	\$	
X-Ray and Laboratory	(Y) N	\$	

Under this health plan, a full time employee:

- ☒ Becomes eligible for health insurance coverage after 90 days of employment.
- ☒ Is defined as an employee who is employed more than 40 hours per week.

OTHER BENEFITS:

- A. NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 3 DAYS.
- B. NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 3 DAYS.
- C. NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 5 DAYS.
- D. NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 5 DAYS.
- E. NUMBER OF PAID HOLIDAYS PER YEAR IS 6 DAYS.

PROPOSER: SUPERIOR PROPERTY SERVICES, INC.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ANNUAL HOURS	HOURLY WAGE RATE	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Graffiti Abatement Crew		4		4		4		12	624	11.84	\$ 7,388.00
Graffiti Abatement Crew		4		4		4		12	624	11.84	\$ 7,388.00
Supervisor				2		2		4	208	13	\$ 2,704.00
Comments/Notes:											
Second Story Work requires two people for loading and holding ladders, starting spayers and handling equipment.									Total Annual Salaries	\$	17,480.00
									(1) Vacations, Sick Leave, Holiday	\$	1,224.00
									(2) Health Insurance **		
									(3) Payroll Taxes & Workers' Compensation	\$	3,496.00
									(4) Welfare and Pension	\$	
									Total Annual Employee Benefits (1+2+3+4)	\$	4,720.00
									(5) Equipment Costs	\$	2,005.00
									(6) Service and Supply Costs	\$	6,859.00
									(7) General and Administrative Costs	\$	1,806.00
									(8) Profit	\$	3,251.00
									Total Annual Other Costs (5+6+7+8)	\$	13,920.00
										\$	36,120.00

* All employees shown must be **FULL-TIME** employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

*** Minimum cost for health insurance is \$2.20/hour if hourly wage rate is between \$9.64 and \$11.84, unless exemption from Living Wage requirements has been granted by the County.

This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's cost for equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, should be annual price as quoted in Form PW-2, Schedule of Prices.

PROPOSER: SUPERIOR PROPERTY SERVICES, INC.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ANNUAL HOURS	HOURLY WAGE RATE	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Graffiti Abatement Crew		4		4		4		12	624	11.84	\$7,388
Graffiti Abatement Crew		4		4		4		12	624	11.84	\$7,388
Supervisor					2			2	104	13.00	\$1,352
										\$	
										\$	
										\$	
										\$	
										\$	
										\$	
										\$	
									Total Annual Salaries		\$16,128
Comments/Notes:											
Second Story Work requires two people for loading and holding ladders,											
starting sprayers, safety reasons and handling equipment.											
										(1) Vacations, Sick Leave, Holiday	\$1,129
										(2) Health Insurance **	\$0
										(3) Payroll Taxes & Workers' Compensation	\$3,226
										(4) Welfare and Pension	\$0
										Total Annual Employee Benefits (1+2+3+4)	\$4,355
										(5) Equipment Costs	\$1,888
										(6) Service and Supply Costs	\$6,465
										(7) General and Administrative Costs	\$1,701
										(8) Profit	\$3,062
										Total Annual Other Costs (5+6+7+8)	\$13,117
										BID PROPOSAL AMOUNT	\$33,600

* All employees shown must be Full-Time employees of the proposer unless exemption to use Part-Time employees has been granted by the County.

- Minimum cost for health insurance is \$2.20/hour if hourly wage rate is between \$9.64 and \$11.84, unless exemption from Living Wage requirements

has been granted by the County.

This cost methodology is to show in detail how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications

to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, should total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices.

SUPERIOR PROPERTY SERVICES, INC.

FINANCIAL STATEMENTS

December 31, 2004, 2003 and 2002

WITH

ACCOUNTANTS COMPILATION REPORT

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

12/14/06

PRODUCER Yorba Linda Insurance Services, Inc.
P.O. Box 861
Yorba Linda, CA 92885-0661
(714)777-8388

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Mount Vernon Fire Insurance Co.

INSURER B: Golden Eagle Ins

INSURER C: Granite State Insurance Company

INSURER D:

INSURER E:

INSURER F:

INSURED Superior Property Services, Inc.
1415 E. Mcfadden Avenue #D
Santa Ana, CA 92705

COVERAGES

THE POLICIES OF INSURANCE LISTED HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> DEDUCTIBLE \$1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CL 230 106	10/01/06	10/01/07	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS <input checked="" type="checkbox"/> DED \$1,000 GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	BA8054 383	07/23/06	07/23/07	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA AGG AGG EACH OCCURRENCE AGGREGATE
B	<input checked="" type="checkbox"/>	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC196C 395	04/06/06	04/06/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

10 day notice of cancellation for non-payment of premium.

Certificate holder is hereby recognized as additional insured per attached endorsement.

CERTIFICATE HOLDER

County of Los Angeles
Department of Public Works
Administrative Service Division
P.O. Box 1480
Alhambra, CA 91802-1480

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Guy Borak



State Of California
CONTI ACTORS STATE LICENSE BOARD
ACTIVE LICENSE



License Number: **835687** Entity: **CORP**
Business Name: **SUPERIOR PROPERTY SERVICES
INC**

Classification(s) **B C33**

Expiration Date **04/30/2006**





CITY OF CLAREMONT

Community Services Department

1616 Monte Vista Avenue
Claremont, CA 91711-2913
FAX (909) 445-7822
www.ci.claremont.ca.us

Director • (909) 399-5432
Trees • (909) 399-5431
Maintenance • (909) 399-5431
Solid Waste • (909) 399-5431
Oak Park Cemetery • (909) 399-5487

February 20, 2007

Superior Property Services Inc.
Attn: Nancy Hernandez
1415 East McFadden Avenue, Suite D
Santa Ana, CA 92705

Dear Ms. Hernandez,

I just wanted to send you a quick note to let you know how much we appreciated your effort last Friday to get someone into the city to respond to the graffiti located at 144 North Indian Hill Boulevard.

The business owner called is immediately to commend the service that your company provides. If there are any additional expenses associated with this call out, please indicate them on your next invoice.

Once again, thank you for the excellent service.

Sincerely,

Stacey Niemeyer
Management Analyst

LAND USE SERVICES DEPARTMENT

**COUNTY OF SAN BERNARDINO
PUBLIC AND SUPPORT
SERVICES GROUP**

**CODE ENFORCEMENT DIVISION
2316 S. MOUNTAIN AVENUE, STE E, ONTARIO, CA 91761
(909) 458-1540 • Fax (909) 458-1500**

**MICHAEL E. HAYS
Director**

March 9, 2006

To Whom It May Concern,

RE: Superior Property Services Inc.

I confirm that I have dealt with Superior Property Services Inc. since 2004, during which time they have provided San Bernardino County Code Enforcement graffiti removal services for the 2nd and 4th Supervisorial Districts. They have always responded to our requests for service in a timely manner and have provided excellent quality work. Their employees have been easy to work with and are always easily accessible to our staff. Their work has been a major factor in helping us provide the residents of San Bernardino County a better quality of life.

I can confidently recommend Superior Property Services Inc. as a solid and reliable graffiti abatement contractor.

Sincerely,

**IGNACIO NUNEZ
CODE ENFORCEMENT OFFICER II
SAN BERNARDINO COUNTY CODE ENFORCEMENT**

**MARK UFFER
County Administrative Officer**

**NORMAN A. KANOLD
Assistant County
Administrator
Public and Support
Services Group**

Board of Supervisors

BILL POSTMUJ , Vice Chair First District	DENNIS HANSBERGER Third District
PAUL BIANE	..... Second District	GARY C. OVITTS	..... Fourth District
JOSIE GONZALES	..... Fifth District		

LAND USE SERVICES DEPARTMENT

385 North Arrowhead Avenue • San Bernardino, CA 92415-018
(909) 387-4141 • Fax (909) 387-4288
<http://www.sbcounty.gov/landuseservices>



COUNTY OF SAN BERNARDINO
PUBLIC AND SUPPORT SERVICES GROUP

MICHAEL E. HAYS
Director

March 7, 2006

To Whom It May Concern:

Since October 2004, the County of San Bernardino Land Use Services Department - Code Enforcement Division has contracted with Superior Property Services to provide graffiti removal in the unincorporated CDBG qualified areas of the Second Supervisorial District.

Superior Property Services has provided the personnel, supplies, and equipment necessary to respond to the County's complaints in this area. They have worked hard to provide the requested services and meet the required response time frames.

Based on this experience I would recommend Superior Property Services for graffiti removal services. If you have further questions or wish to discuss Superior's performance, feel free to call me (909-387-4148).

Sincerely,

Ruth M. Rice, Administrative Supervisor II
County of San Bernardino
Land Use Services Department



LERROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
 1700 Ramona Boulevard
 Monterey Park, California 91754 - 2169



(626) 285-7171

August 16, 1999

Mr. Larry DeCrona
 Superior Property Services
 Superior Pressure Washing, Inc.
 1415 East McFadden Avenue, Suite D
 Santa Ana, California 92705

Dear Mr. DeCrona:

On August 3, 1999, personnel from the Temple Sheriff's Station and members of the South San Gabriel Community Advisory Committee conducted a community barbeque for the residents of South San Gabriel, in recognition of the 16th Annual National Night Out. As part of this event, you donated a large supply of "glow sticks" through Supervisor Molina's Field Office in El Monte, to be given to all the children who attended the barbeque. The glow sticks were a big hit with all the children and added a nice touch to the event.

On behalf of the Los Angeles County Sheriff's Department and the members of the South San Gabriel Community Advisory Committee, I would like to thank you for your generous contribution to this event. Your donation helped make the evening a success and created a joyful environment for all the children and their families. It is acts like these that are helping to strengthen the bond between the community and law enforcement.

Additionally, I would also like to thank you for taking the time out of your busy schedule to attend the last South San Gabriel Community Advisory Committee meeting which was held at Temple Station on July 15, 1999. I appreciate your professionalism and your willingness to listen to and work with the residents of this community regarding their concerns about graffiti and its removal.

A Tradition of Service

Mr. Larry DeCrona

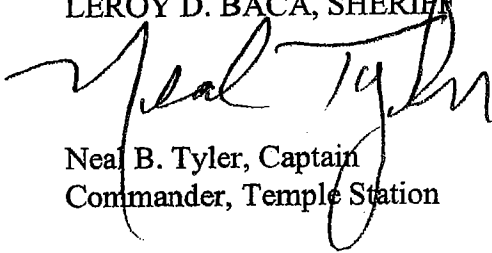
-2-

August 16, 1999

If at anytime you should need our assistance regarding graffiti in the South San Gabriel community, please feel free to contact Deputy Dana Chemnitzer of my staff at (626) 292-3330.

Sincerely,

LERROY D. BACA, SHERIFF

A handwritten signature in black ink, appearing to read "Neal B. Tyler". The signature is fluid and cursive, with the first name "Neal" being more prominent and the last name "Tyler" following in a similar style. The signature is written over the printed name and title of the signatory.

Neal B. Tyler, Captain
Commander, Temple Station



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

90 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE: AS-0

November 19, 2002

To Whom It May Concern:

SUPERIOR PRESSURE WASHING, INC.

Superior Pressure Washing, Inc. (Superior) served as our graffiti removal contractor from July 1, 1997 to June 30, 2002. Over the past five years, Superior has administered 14 contracts within the County. Superior has proved to be very effective and timely in removing graffiti throughout the unincorporated areas that they served. The graffiti was professionally removed within the 48 hours and if obscene, sometimes being removed in the same day. The Los Angeles County Board of Supervisors and the community, in which this contractor serviced, were highly satisfied with the services provided. Due to our bidding process, Superior was outbid for the fiscal year 2002-2003.

If you have any questions, please feel free to call me at (626) 458-4091.

Sincerely,

A handwritten signature in cursive script, appearing to read "Valerie J. Hill".

Valerie J. Hill
Graffiti Abatement Program Manager

VH:tr/P:Larry



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4000 Ramona Boulevard
Monterey Park, California 91754-2169



(323) 264-4151

March 29, 1999

Superior Property Service
Mr. Larry DeCrona
1415 East McFadden Avenue, Suite D
Santa Ana, California 92705

Dear Mr. DeCrona:

I would like to take this opportunity to extend our appreciation and thanks for your efforts and support. The East Los Angeles Sheriff's Station "VIDA" program has had a close working relationship with you in a joint effort to keep the city free of the unsightly graffiti. Not only do you keep the new graffiti off the buildings and walls, but you do this at a great risk to your employees. I recall our units going into the field in order to provide security for your crews, because of gang threats and attempts to stop you in your effort to remove the unsightly graffiti.

You have worked closely with the "VIDA" program in providing tools and materials so that the young boys and girls can also remove the graffiti they help to put on the walls of our city. You take the time to help teach them how to properly paint walls and how to paint vines, which is an excellent deterrent for future graffiti.

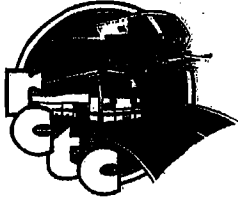
We sincerely hope that our working relationship and joint effort to keep East Los Angeles graffiti free will continue for years to come.

Sincerely,

LEROY D. BACA, SHERIFF

Thomas P. Angel, Captain
East Los Angeles Station

A Tradition of Service



RIVERSIDE COUNTY TRANSPORTATION COMMISSION

March 24, 1999

To Whom It May Concern:

Since the last quarter of fiscal year 1998 The Riverside County Transportation Commission (RCTC) has contracted with Superior Property Services (Superior) to provide graffiti removal for the four (4) Metrolink Stations in Riverside County and for several miles of sound wall projects on the 91 freeway.

Superior provides the personnel, supplies and equipment necessary to expeditiously respond to RCTC's request for graffiti removal. Superior has demonstrated a quality of performance as well as an ability to respond promptly to the needs of this agency.

Based on experience I would gladly recommend Superior Property Services for an agency comparable to RCTC. If you have further questions or wish to discuss Superior's performance further feel free to call me.

Sincerely,

Claudia Chase, Property Agent
Riverside County Transportation Commission

/cc



COUNTY OF ORANGE

RESOURCES & DEVELOPMENT MANAGEMENT DEPARTMENT

Bryan Speegle, Director
300 N. Flower Street
Santa Ana, CA

P.O. Box 4048
Santa Ana, CA 92702-4048

Telephone: (714) 834-2300
Fax: (714) 834-5188

March 3, 2006

Superior Property Service
Larry DeCrona
1415 E. McFadden Suite D
Santa Ana, Ca. 92705

To Whom It May Concern:

This is a letter of reference for Superior Property Service.

This company has been doing graffiti removal, painting and steam cleaning for various County of Orange facilities for the past five and half years.
The company has performed in a satisfactory manner.

If you have any questions regarding Superior Property Service, please do not hesitate to give me a call at 714-567-7750.

Sincerely,

Norman Hamaker
Contract Services Supervisor

LAND USE SERVICES DEPARTMENT



COUNTY OF SAN BERNARDINO
PUBLIC AND SUPPORT
SERVICES GROUP

CODE ENFORCEMENT DIVISION

385 North Arrowhead Avenue • San Bernardino, CA 92415-0185
(909) 387-4044 • Fax (909) 387-4243

MICHAEL E. HAYS
Director

October 27, 2005

To Whom It May Concern:

RE: SUPERIOR PROPERTY SERVICES, INC

Please be informed that Code Enforcement Division has been contracting with this company for graffiti removal services. The company has provided excellent service to this Division and the community they work at. They have made our job easier with their "can-do attitude" and willingness to help.

I highly recommend Superior Property Services for any and all graffiti removal services. If I can be of any assistance, please call.

ARNIE GUILLERMO, Supervisor
Code Enforcement Division

Post-It® Fax Note		671	Date	10-27	# of pages	1
To	Ron		From	Arnie		
Co./Dept.	Superior		Co.	SB Code Enf		
Phone #			Phone #	909/458-1540		
Fax	(914) 285-1202		Fax #			

MARK UFFER
County Administrative Officer

NORMAN A. KANOLD
Assistant County
Administrator
Public and Support
Services Group

Board of Supervisors

BILL POSTMUS, Chair	First District	DENNIS HANSBERGER	Third District
PAUL BIANE, Vice Chair	Second District	GARY OVITTS	Fourth District
JOSIE GONZALES	Fifth District		

DE GARMO DRIVE NEIGHBORHOOD WATCH

1006 De Garmo Drive
Los Angeles, California 90063

December 15, 1998

Larry De Crona, President
Superior Property Services
1415 E. McFadden Avenue, Suite D
Santa Ana, California 92705

Dear Mr. De Crona,

We would like to express our heartfelt thanks and commend you for giving up your Saturday and for your efforts toward making the MIRACLE ON DE GARMO DRIVE happen during our Community Clean Up Day on De Garmo Drive on Saturday, November 14, 1998.


You were the first person to arrive at 7:00 a.m. You took the initiative to cut down several trees with a chain saw on several hillside properties. The removal of trees on the site of the demolished basement was especially significant. Now the Sheriffs have clear visibility from the street thus discouraging gang loitering and initiation rites. This in itself will directly deter criminal activity on this and other properties.

Of course, we appreciate you and your staff's prompt response for graffiti removal which has been many times over since October when we received your 1-800 number. Your staff works diligently and completes the painting and sand blasting carefully and without disrupting the residents or flow of traffic.

Because of your giving spirit, De Garmo Drive residents have a safer and cleaner neighborhood of which we can be proud. The fruits of your labor are enjoyed everyday, and we thank God for caring individuals like you who are willing to do for others for the common good. Mr. De Crona, your generous contribution proved your commitment to the vision of transforming East Los Angeles into the best place to live.

Looking forward to working with you in the future.

Gratefully,


Esther P. Rodriguez, Block Captain
De Garmo Drive Neighborhood Watch Program

c: Gloria Molina, Supervisor St. District

COMMUNITY GANG REDUCTION PROJECT, INC.

4530 E. Cesar Chavez Ave., Los Angeles, CA 90022 PHONE (213) 261-1555

July 27, 1998

Mr. Larry Decrona, President
Superior Property Services
1415 E. McFadden Ave., Suite D
Santa Ana, CA 92705


RE: Graffiti Abatement Program

Dear Mr. DeCrona:

The Board of Directors of the Community Gang Reduction Project, Inc., have decided that due to our current schedule, we are unable at this time to take on an additional project. However, we are grateful for the opportunity of both meeting with you and learning about your program. We believe your company has been very effective in reducing the graffiti problem in our community.

Although we are unable to assist you at this time, we appreciate your consideration of our organization. We hope for a future collaboration with your company in its efforts to combat graffiti in our community. Please feel free to contact us at (213) 261-1555.

Sincerely,


Dan Almaraz
President



COUNTY OF ORANGE

PUBLIC FACILITIES & RESOURCES DEPARTMENT

Vicki L. Wilson, Director
300 N. Flower Street
Santa Ana, CA

P.O. Box 4048
Santa Ana, CA 92702-4048

Telephone: (714) 834-2300
Fax: (714) 834-5188

November 19, 2002

Superior Property Service
Larry DeCrona
1415 E. McFadden Suite D
Santa Ana, Ca. 92705

To Whom It May Concern:

This is a letter of reference for Superior Property Service.

This company has been doing graffiti removal, painting and steam cleaning for various County of Orange facilities for the past two and half years.

The company has performed in a satisfactory manner.

If you have any questions regarding Superior Property Service, please do not hesitate to give me a call at 714-567-7750.

Sincerely,

A handwritten signature in black ink, which appears to read "Norman Hamaker".

Norman Hamaker
Contract Services Supervisor



October 4, 2000

Larry DeCrona
Superior Property Services
1415 E. McFadden Avenue, Suite D
Santa Ana, CA 92705

Dear Larry:

We cannot thank you enough! Not only did you and your staff see that we had freshly painted and attractive cottages for the abused children we serve and the big 20 Year Celebration we put on on September 24, but you gave us a special price, did extra work, and saw that it was all done in time for our celebration. On behalf of the children, staff, and Board of Directors of Canyon Acres Children's Services, we want to express our deep appreciation for you "going the extra mile" to help Canyon Acres and the children. Both here and as part of the earlier Friends of IREM work project on the Ranch House, you have been a terrific friend. Thank you so very much for your kindness and generosity!

It is organizations like yours that have significantly contributed over the last 20 years to the top quality residential care and mental health treatment we have been able to provide Orange County's most severely abused and emotionally troubled children. We are exceedingly grateful for your contributions.

Sincerely,

Clete J. Menke, MS
Executive Director

Diane E. Wright, JD, MSW
Director of Development

Larry -
Thanks again for your work -
The homes look great! Clete

LAND USE SERVICES DEPARTMENT



COUNTY OF SAN BERNARDINO
PUBLIC AND SUPPORT
SERVICES GROUP

CODE ENFORCEMENT DIVISION

385 North Arrowhead Avenue • San Bernardino, CA 92415-0185
(909) 387-4044 • Fax (909) 387-4243

MICHAEL E. HAYS
Director

October 27, 2005

To Whom It May Concern:

RE: SUPERIOR PROPERTY SERVICES, INC

Please be informed that Code Enforcement Division has been contracting with this company for graffiti removal services. The company has provided excellent service to this Division and the community they work at. They have made our job easier with their "can-do attitude" and willingness to help.

I highly recommend Superior Property Services for any and all graffiti removal services. If I can be of any assistance, please call.

ARNIE GUILLERMO, Supervisor
Code Enforcement Division

Post-It® Fax Note	7671	Date	10-27	# of pages	1
To	Ren	From	Arnie		
Co./Dept.	Superior	Co.	SB Code Enf.		
Phone #		Phone #	(909) 458-1540		
Fax	(714) 285-1102	Fax #			

MARK UFFER
County Administrative Officer

NORMAN A. KANOLD
Assistant County
Administrator
Public and Support
Services Group

Board of Supervisors

BILL POSTMUS, Chair	First District	DENNIS HANSBERGER	Third District
PAUL BIANE, Vice Chair	Second District	GARY OVITTS	Fourth District
JOSIE GONZALES	Fifth District		

**Friends
of
the
Los Angeles
River**

*La Gran Limpieza
April 22nd and 24th, 1999*

May 8, 1999

Larry DeCrona & Ronald Bruneck
1415 E. McFadden Ave
Suite D
Santa Ana, Ca 92705

Dear Larry & Ron:

On behalf of Friends of the Los Angeles River and myself, thank you for being so helpful with the 10th Annual Great Los Angeles River Clean-up. I couldn't have done it without your chipping in when I most needed it. I am so grateful for your help in picking up the water, in helping us with Long Beach and in returning the tables to Jill. Your generosity is inspiring and appreciated.

We estimate that over 2,000 volunteers came down to our combined 10 sites to help remove nearly 35 tons of debris from the River. We had a large student and youth participation this year, which is terrific, as they created new relationships with the River and came to understand FoLAR's River revitalization efforts.

If you have any suggestions or comments regarding your experience please call me at 818-343-4325 or Melanie Winter at FoLAR 323-223-0585.

Thank you again. Your group made our day go smoothly and we are grateful for your efforts. I hope you will pass on the kudos to your teams.

Sincerely,



Barbara Gonzalez
Event Coordinator

Cleanup address:
17127 Vose Street
Van Nuys, CA 91406

818-343-4325 hotline & fax
BOnTheMove@earthlink.net

LOS ANGELES UNIFIED SCHOOL DISTRICT
Local District 5

Rowan Avenue Elementary School

600 South Rowan Avenue Los Angeles California 90023
(323) 261-7191 FAX: (323) 261-0610
5013C Tax ID# 95-6101193

Roy Romer, Superintendent of Schools
Carmen Schroeder, Local Superintendent

Frank Beltrán, Principal
Patricia Ann Staten, Asst. Principal
Sylvester Harris III, Asst. Principal

July 7, 2005

Dear Superior Graffiti Services,

On behalf of Rowan Ave Elementary School and the surrounding community, we thank you so much for your generous contribution to our East LA Mural Painting Day on June 25th, 2005. We sincerely appreciate your donation of 1800 square feet of paint primer and graffiti protective coating, as well as the time and services provided by your crew. Included is a certificate of appreciation from County Supervisor Gloria Molina acknowledging your significant contributions. We could not have had such a successful event without your support.

Over 350 community members including students from Rowan Ave ES, Hollenbeck MS, Stevenson MS, Garfield HS, and Roosevelt HS enjoyed participating in the Mural Day together. We also had many family members, community organizations, media, and representatives of School Board member David Tokofsky and Supervisor Gloria Molina in attendance. The event was truly a community effort, encompassing over 20 participating organizations and donors. We gratefully acknowledged your contribution on a poster displayed at our welcome table.

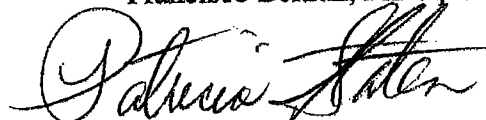
The beautiful mural, located on Princeton St. between S. Rowan and S. Eastman, spans 300 feet. It tells the story of the history of the East Los Angeles area, celebrating cultures from the Aztecs to the Gabrieleños, local Native American inhabitants. The mural serves a dual purpose: to deter graffiti for years to come, and to teach a lesson about heritage, respect, and knowledge. The huge success of this event was a testament to the entire community that together we can create positive changes in our world.

We invite you to come and see this wonderful piece of community art at any time. Once again, thank you for helping make this empowering day possible.

Sincerely,



Pearl Chang Esau, Mural Day Coordinator


Francisco Beltrán, Principal
Patricia Staten, Assistant Principal
Sylvester Harris, Assistant Principal

Bid Detail Information**Bid Number :** PW-ASD 653**Bid Title :** SECOND-STORY GRAFFITI REMOVAL SERVICES**Bid Type :** Service**Department :** Public Works**Commodity :** GRAFFITI REMOVAL SERVICES**Open Date :** 2/21/2007**Closing Date :** 3/6/2007 2:00 PM**Bid Amount :** N/A**Bid Download :** Not Available

Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for two contracts for Second-Story Graffiti Removal Services (2007-PA012). The total annual cost of this service in Supervisorial Districts 1 and 4 is estimated to be \$20,000 and in Supervisorial Districts 2 and 5 is estimated to be \$35,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be requested by accessing this link at <ftp://dpwftp.co.la.ca.us/solicitationdocuments/secondstorygraffiti.pdf> or from Ms. Leslie Schenk at (626) 458 7334, Monday through Thursday, 7 a.m. to 5 p.m. Each area will be evaluated and awarded independently.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document, including, but not limited to, possessing, at the time of proposal submission, a valid and active C-33 State Contractor's license and the Proposer or its managing employee must have a minimum of three years' experience performing the type of service solicited.

A Proposers' Conference will be held on Tuesday, March 6, 2007, at 2:00 p.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in the Alhambra Room. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the Conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the Conference, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Wednesday, March 21, 2007, at 1 p.m. Please direct your questions to Ms. Schenk at the number above.

Contact Name : LESLIE SCHENK**Contact Phone# :** (626) 458-7334**Contact Email :** LSCHENK@DPW.LACOUNTY.GOV**Last Changed On :** 2/23/2007 9:29:23 AM[Back to Last Window](#)

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: Superior Property Services, Inc.

My County (WebVen) Vendor Number: 51739001

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

☐ I AM NOT

A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.

☐ I AM

☒ As an eligible ^{state} Local SBE, I request this proposal/bid be considered for the Local SBE Preference. (see attached)

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise
<input type="checkbox"/> Other (Please Specify):					
Total Number of Employees (including owners):					
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:					
	Owners/Partners/ Associate/Manager		Managers		Other
	White	Other	White	Other	White
Black/African American					
Hispanic/Latino		1	2	1	20
Asian or Pacific Islander					10
American Indian					
Filipino					
White	2				

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	98 %
Women	%	2 %	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled/Veteran	Explanation

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title: President	Date: 3/20/01
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AGREEMENT FORSECOND-STORY GRAFFITI REMOVAL SERVICES SD 2 AND 5

THIS AGREEMENT, made and entered into this 29TH day of MAY, 2007, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY), and SUPERIOR PROPERTY SERVICES, INC., a Corporation, (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on March 21, 2007, hereby agrees to provide services as described in the attached specifications for Second-Story Graffiti Removal Services, including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Area Maps; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract documents.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$33,600 per year (Maximum Contract Sum), or such greater amount as the Board may approve.

FOURTH: This Contract's initial term shall be for a period of one year commencing on July 1, 2007, or Board approval, whichever occurs last. At the discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of four years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term.

FIFTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Form PW-2, Schedule of Prices.

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76110

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

ELEVENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT, including, but not limited to, Exhibits A through E, inclusive, the COUNTY'S provisions shall control and be binding.

TWELFTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

THIRTEENTH: This Contract constitutes the entire AGREEMENT between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

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76110

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By *Ben Yaruslauskas*
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles



By *[Signature]*
Deputy

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Directors

By *[Signature]*
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By *[Signature]*
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

63 MAY 29 2007

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

SUPERIOR PROPERTY SERVICES,
INC.

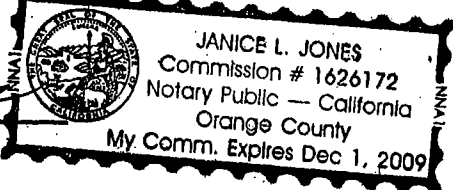
By *[Signature]*
Its President

Larry DeCrona
Type or Print Name

By *[Signature]*
Its Secretary

Larry DeCrona
Type or Print Name

ALL-PURPOSE ACKNOWLEDGMENT

<p>State of <u>California</u> } <u>Janice L. Jones</u> County of <u>Orange</u> } <u>Notary Public</u> On <u>5-8-07</u> before me <u>_____</u> <small>NAME, TITLE OF OFFICE - e.g. "Jane Doe, Notary Public"</small></p> <p>personally appeared <u>Garry K. Brown</u> <small>NAME(S) OF SIGNER(S)</small></p> <p><input checked="" type="checkbox"/> personally known to me -OR- <input type="checkbox"/> proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.</p> <p>Witness my hand and official seal.</p> <div style="display: flex; align-items: center;"> <div style="flex: 1;"> <p><u>Janice L. Jones</u> <small>SIGNATURE OF NOTARY</small></p> </div> <div style="flex: 1; text-align: center;">  </div> </div>	<p>CAPACITY CLAIMED BY SIGNER(S)</p> <p><input type="checkbox"/> INDIVIDUAL(S) <input checked="" type="checkbox"/> CORPORATE OFFICER(S) <u>President</u>, AND <u>Secretary</u> <small>TITLE(S)</small></p> <p><input type="checkbox"/> PARTNER(S) <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GARDIAN/CONSERVATOR <input type="checkbox"/> OTHER: _____</p> <p>SIGNER IS REPRESENTING: <small>NAME OF PERSON(S) OR ENTITY(IES)</small> <u>Superior Property Serv</u> <u>2415 E. McFadden, #1</u> <u>Santa Ana, CA 92705</u></p>		
<p>ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.</p> <table style="width: 100%;"> <tr> <td style="width: 30%;">THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:</td> <td style="width: 70%;"> <p>Title or Type of Document <u>Agreement</u></p> <p>Number of Pages <u>3</u> Date of Document _____</p> <p>Signer(s) Other Than Named Above _____</p> </td> </tr> </table>		THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:	<p>Title or Type of Document <u>Agreement</u></p> <p>Number of Pages <u>3</u> Date of Document _____</p> <p>Signer(s) Other Than Named Above _____</p>
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AGREEMENT FOR
SECOND-STORY GRAFFITI REMOVAL SERVICES SD 2 AND 5

THIS AGREEMENT, made and entered into this ____ day of _____, 2007, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY), and SUPERIOR PROPERTY SERVICES, INC., a Corporation, (hereinafter referred to as CONTRACTOR).

WITNESSETH

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SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Area Maps; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract documents.

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FOURTH: This Contract's initial term shall be for a period of one year commencing on July 1, 2007, or Board approval, whichever occurs last. At the discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of four years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term.

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Attention Fiscal Division, Accounts Payable
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THIRTEENTH: This Contract constitutes the entire AGREEMENT between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

SUPERIOR PROPERTY SERVICES,
INC.

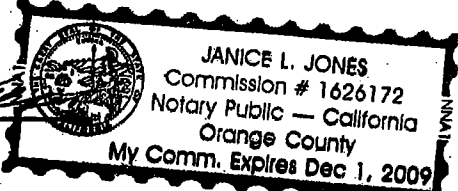
By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

ALL-PURPOSE ACKNOWLEDGMENT

<p>State of <u>California</u> } <u>Janice L. Jones</u> County of <u>Orange</u> } On <u>5-2-07</u> before me <u>Notary Public</u> <small>NAME, TITLE OF OFFICE, etc. "Jane Doe-Notary Public"</small> personally appeared <u>Garry Lee Crana</u> <small>NAME OF SIGNER(S)</small> <input checked="" type="checkbox"/> personally known to me -OR- <input type="checkbox"/> proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. Witness my hand and official seal. <u>Janice L. Jones</u> <small>SIGNATURE OF NOTARY</small>  </p>	<p>CAPACITY CLAIMED BY SIGNER(S) <input type="checkbox"/> INDIVIDUAL(S) <input checked="" type="checkbox"/> CORPORATE OFFICER(S) <u>President</u>, AND <u>Secretary</u> <small>TITLE(S)</small> <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GARDIAN/CONSERVATOR <input type="checkbox"/> OTHER: _____</p> <p>SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES) <u>Superior Property Assoc</u> <u>1415 E. McFadden St</u> <u>Santa Ana, CA 92705</u></p>		
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SCOPE OF WORK

SECOND-STORY GRAFFITI REMOVAL SERVICES
(2007-PA012)A. Public Works Contract Manager

Public Works Contract Manager (a.k.a., Graffiti Abatement Program Manager) will be Ms. Arienne Telias of Environmental Programs Division, who may be contacted at (626) 458-4062, e-mail address: atelias@dpw.lacounty.gov, Monday through Thursday, 7:30 a.m. to 5 p.m. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change the Contract Manager. The Contractor will be notified in writing when there is a change in the Contract Manager.

B. Work Location

Various locations throughout Los Angeles County within Supervisorial Districts 1, 2, 4, and 5.

C. Work Description

During the past nine years, Public Works has successfully carried out the Board of Supervisors' policy of establishing "zero-tolerance" graffiti abatement zones in the unincorporated areas of the County. The Graffiti Abatement Program is designed to remove graffiti quickly and as often as necessary to keep the designated areas free of graffiti.

A prompt cleanup is considered preventive from the standpoint that if the marks do not remain for long periods, vandals' satisfaction from seeing their marks and having others see them is limited. The potential for notoriety and recognition, a key motivator for graffiti vandals, is directly impacted when the graffiti is quickly removed or buffed out.

In areas where the incidence of graffiti vandalism is low, cleanups may be a sufficient method to deal with the problem and maintain a satisfactory community image. In severely affected areas, cleanups are essential components of fighting the downward spiral of neighborhood deterioration.

The work consists of performing all operations concerning graffiti removal from various surfaces on the second story of private residential, commercial, industrial, and public property within the specified areas of the County as shown in Exhibit E, Area Maps. Graffiti on surfaces below the second story of such structures is abated under existing County contracts. The County's goal is to have no graffiti visible within the established area, either on private property or

County rights of way. It is recommended that the Contractor establish a route. Flexibility is necessary due to the priority assignments. The Contractor shall fulfill requests, but shall also patrol the assigned area, seeking graffiti not yet reported. Priority shall be given to the County property and rights of way. The Contractor shall comply with requests of Public Works staff to inform them of locations and crews.

D. Hours and Days of Service

The hours of services shall be primarily 7 a.m. to 5 p.m., Monday through Friday, each week, and as-needed. Hours of service shall be based on a 40-hour work week. Flexibility and responsiveness are required to comply with this Exhibit's paragraph C, Work Description. When legal holidays occur, the service shall be done before or after such holiday. There shall be no extra billing for overtime hours in excess of the rates in From PW-2, Schedule of Prices.

E. Utilities

The County will not provide utilities.

F. Storage Facilities

The County will not provide storage facilities for the Contractor.

G. Removal of Debris

All debris resulting from or related to these graffiti removal services shall be removed from County property, rights of way, and private property by the Contractor. The debris shall be properly disposed of at the Contractor's expense. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System.

H. Special Safety Requirements

All of the Contractor's personnel and any volunteers shall be obligated to adhere to the following quality control and safety standards while performing these requested graffiti removal services for the County:

1. All personnel shall wear proper clothing and footwear. No sandals, thongs, etc., shall be allowed.
2. Safety vests shall be worn at all times by those removing graffiti from any curb and gutter, sidewalk, overpass, underpass, bridge, building, wall, etc. Also, any curb and gutter, from which graffiti is to be removed, shall be blocked off by using County-approved barricades and 24-inch cones.

However, the street shall not be closed off. Safety goggles shall be worn by anyone operating water blasting equipment, and only trained personnel shall be allowed to operate it.

3. Gang attire, gang affiliation symbols, loose clothing, etc., shall not be permitted.
4. Use of drugs or alcohol while performing these graffiti removal services is prohibited.
5. Horseplay, shoving, pushing, etc., shall not be allowed.
6. Excess paint shall be disposed of properly. Paint containers shall be opened, mixed with sand, dirt, or cat litter and allowed to dry. Once the paint is completely dry, it can be disposed of in the regular trash.
7. Paint brushes, rollers, or frames shall be washed in clean water and the water shall be disposed of in a sink or toilet. Water used to clean paint tools shall not be disposed of in storm drains, gutters, and/or on sidewalks and streets.

All Contractor personnel shall be expected to observe all applicable Cal/OSHA and Public Works' safety requirements while at the various jobsites. Hard hats and reflective vests shall be worn at all times. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required. All safety precautions shall be in place before work is to be started. Contractor's graffiti abatement crew shall know the Contractor's standard safety practice.

Contractor shall supply rotating lights for vehicles used for work under this Contract.

Contractor shall supply personnel with safety equipment, such as glasses, gloves, head gear, skin creams, respirators, etc.

I. Responsibilities of the Contractor

The Contractor shall:

1. Maintain a valid C-33 State Contractor's license throughout the duration of this Contract. Failure to maintain a valid C-33 license may lead to Contract termination.
2. Proposer or its managing employee must have a minimum of five years' experience performing the type of service solicited.
3. Remove graffiti from second-story private residential, commercial and industrial structures, alleys, walls, light fixtures, and County property

rights of way in the zero-tolerance zone shown in Exhibit E, Area Maps. Provide all personnel, supervision, tools, supplies, materials, equipment, transportation, and other incidentals necessary to perform the work.

4. Remove graffiti from public property: Where color matching is specified, all paints used shall match existing colors to the satisfaction of the Graffiti Abatement Program Manager. The Contractor shall receive no additional compensation for repainting to match color.
5. Remove graffiti from private property: Graffiti shall be removed using new and/or recycled water-based paint. Contractor shall make the best possible match to the existing color. If residents/businesses request a specific color, Contractor shall provide labor as long as paint has been provided. Graffiti shall be removed using the appropriate methods specified in this Contract from walls, stucco, driveways, wood structures, etc.
6. Remove graffiti from all types of surfaces, such as, but not limited to, wood, metal, stucco, brick, concrete, cinder blocks, etc.
7. Maintain a zero-tolerance in the area shown in Exhibit E, Area Map, by removing all graffiti within 48 hours, Monday through Friday.
8. Remove vulgar graffiti (i.e., profane, obscene, or racist) within 24 hours, 7 days per week.
9. Respond to Public Works Graffiti Abatement Program Manager priority assignments within 24 hours, 7 days per week.
10. Remove graffiti within 24 hours from County property rights of way, Monday through Friday.
11. Remove graffiti from private property within 48 hours when requested through Public Works Hotline Operator, Supervisorial District staff, or other sources, Monday through Friday.
12. Provide Public Works with work record reports no later than the 5th day of each month with the monthly invoice and as-requested by the Contract Manager. The monthly reports shall indicate the number and source of crews utilized, hours worked, street addresses of each worksite, square footage painted over or water blasted, gallons of paint used, and the type of surface worked on. When graffiti is removed from County property, the report shall itemize the County property by, but not limited to, light standards, parkway trees, traffic signs, etc.

13. Use appropriate methods of covering or removing graffiti for the particular surface and conditions, such as water blasting, painting over, chemical solvents, etc.
14. Use County-approved chemical solvents when removing graffiti from County property, such as street light poles, traffic signs, control boxes, etc. Any chemical solvents utilized to remove graffiti shall have a Material Safety Data Sheet available for Public Works' inspection.
15. Use special paint for particular nontreated surfaces on County property, such as light poles, underpasses, pedestrian tunnels, control boxes, etc., when requested to do so by Public Works. Sage green color shall be used for control boxes, and other special colors shall be used on County property as directed by the Graffiti Abatement Program Manager and shall be repainted until color matched to the satisfaction of the County.
16. Match the existing surface color when painting over or obscuring graffiti whenever possible. Paint shall be neatly feathered in all areas.
17. Use drop cloths on all work assignments to protect sidewalks, vegetation, etc., from paint spillage.
18. Obtain and retain the written consent of the owner or the owner's authorized agent before working on all private property.
19. Maintain a sufficient number of crews to adequately provide the assigned graffiti removal tasks and maintain the Zero-Tolerance Zone.
20. Train personnel in proper graffiti removal techniques and provide corrective instruction to its personnel if they are removing graffiti improperly.
21. Maintain a record/log of all requests and constituent complaints. Records shall be available to Public Works upon request. The complaint log shall include the action taken to resolve the complaint.
22. Assist Public Works with special requests (i.e., removal of graffiti before parades, community cleanups, etc.).
23. Graffiti found on commercial signage shall only be removed with the owner's/occupant's specific, written approval and with the owner's/occupant's understanding that the Contractor is not responsible, under this Contract, for replacing any original lettering, pictures, etc., on a commercial sign. With the owner's/occupant's approval, the Contractor shall proceed with diligence to remove the graffiti with as little damage to the commercial signage as is possible.

24. Be available at all reasonable times to report and confer with Public Works staff with respect to these graffiti removal services. Minimally, the Contractor shall provide a bilingual (Spanish/English) telephone answering service and facsimile, within the County, 8 a.m. to 5 p.m., Monday through Friday, except on legal holidays, to receive instructions, information, complaints, etc., from Public Works and the residents.

J. Responsibilities of Public Works

Public Works will:

1. Approve or disapprove the Contractor's performance under this Contract.
2. Make regular inspections of the Zero-Tolerance Zone to verify that the requested work has been completed according to these Specifications before payment will be authorized.
3. Withhold payment if the terms and conditions of this Contract are not met by the Contractor.
4. Reserve the right to change the reporting system in response to improvements in our computer applications capabilities or for any other reason.

K. Vehicle Signage

Vehicle signage will be optional; however, any signage referencing the Los Angeles County Graffiti Abatement Program shall be in the following form: Los Angeles County Graffiti Abatement Program and the Contractor's name or firm's name, together with Public Works Hotline Number, in legible letters, not less than two inches in height, on both sides of all trucks/vehicles used in the area(s).

L. Work Priority

The Contractor shall log all graffiti removal requests. Responses shall be in the following priority:

1. Requests from Public Works Graffiti Abatement Program Manager;
2. Requests from Public Works Hotline Operator;
3. Direct calls from Supervisorial District staff; and
4. Direct constituent requests.

M. Graffiti Removal Services, County Property

For graffiti removal from County-owned property, the Contractor shall use the following additional specifications:

1. Water-based and/or recycled paint shall be used.
2. Concrete Light Poles: Graffiti shall be removed from concrete light poles using a water-blasting machine with a soda compound only. No paint shall be used. All paint shall be removed from the pole.
3. Wooden Light Poles: Graffiti shall be removed using a water-based brown paint to match the wood color. All paper signs shall be removed.
4. Bus Stops: All graffiti shall be removed using a graffiti removal spray on the plastic sides and sitting areas. The surfaces shall be washed with water. If graffiti has been placed over advertisements, then paint matching the advertisements' colors shall be used to cover the graffiti. If the bench is a natural concrete color, a water-blasting machine with soda compound shall be used and washed clean.
5. Trees: All graffiti on trees shall be removed by using a water-blasting machine with a large spray tip in order to not damage or kill the tree by removing its bark.
6. Concrete Block Walls: All graffiti shall be removed by either a water-blasting machine with soda compound or water-based paint. The paint over color shall match the wall color. Over spray on sidewalk or private property shall not be allowed.
7. Brick Walls: All graffiti shall be removed using a water-blasting machine. Painting over shall not be done on a brick-faced wall, unless the brick wall has been previously painted. The Contractor shall color match the paint to the previous color using water-based paint.
8. Rock Walls: All graffiti shall be removed using only a water-blasting machine with soda compound. All paint shall be removed from the rock face and mortar joints to match all other rock facing. No painting over shall be used unless the wall was previously painted. The Contractor shall color match the paint to the previous color using water-based paint.
9. Metal Fencing (sheets): All graffiti shall be removed from metal fencing. The paint-over color shall match other parts of the fence. Paint-over color shall be a water-based color, painted and feathered to match other painted fenced areas. The Contractor shall remove all paper signs before painting.

10. Stucco-Faced Walls: All graffiti shall be painted over using a water-based color. The Contractor shall match paint colors and feather the paint into other painted stucco areas. No paint-over spray shall be allowed on sidewalks or private property.
11. Road Signs/Stop Signs: All reflective light-sensitive signs shall be excluded from abatement, including stop signs. Wooden sign posts shall be painted using a flat white water-based paint. Galvanized sign posts shall be painted using galvanized-colored paint. All paper signs shall be removed from the posts before applying paint.
12. Glass Windows: All graffiti shall be removed from glass using a graffiti-removal spray and water. The use of water-blasting machines on glass shall be prohibited.
13. Pedestrian Freeway Overcrossings: All graffiti shall be removed by either a water-blasting machine with soda compound or water-based paint. The paintover shall match the wall color. Overspray on sidewalk shall not be allowed. The Contractor will not be responsible for removing debris found on the asphalt/concrete portion of any pedestrian freeway overcrossing. The Contractor shall immediately notify Public Works Graffiti Abatement Program staff if debris is found on the asphalt/concrete. Graffiti Abatement Program staff will coordinate with appropriate division for debris removal. Note: Attached are the maps for designated pedestrian freeway overcrossings Public Works contractors will be responsible for graffiti removal.
14. Other Concrete Structures: Graffiti paint over on concrete reinforced retaining walls, tunnel fronts, and auto-barrier walls shall be removed by using either a water-blasting machine, soda compound, or water-based paint. Contractor shall match color to the color already painted on the surface. Contractor shall feather paint into already painted or nonpainted surfaces.

N. Murals

Public Works is committed to the preservation of registered murals. Artists, community groups, and art organizations create new murals annually. Anyone or any group wishing to paint murals must obtain approval and permission from the property owner, whether a private individual or public agency. Painting murals on public or private property without permission of the owner is illegal and punishable.

Artists and private property owners should establish an agreement regarding the location of the mural, materials, content, lifespan, repairs, and routine maintenance of any particular work prior to mural execution.

Not all murals are intended to be "permanent" artworks. Please refer any request from the public, for removal of graffiti or removal of a temporary "memorial" mural to the Contract Manager.

Public Works has established the following guidelines when murals have been vandalized: The Contractor shall not, under any condition, repair, remove, "touch up," or "buff out" any registered murals. In defining what is a mural versus what is graffiti, when in doubt, leave it alone and contact the Contract Manager.

Do not remove graffiti on any "public displays of art" without obtaining written permission from the Contract Manager.

O. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

P. Liquidated Damages

1. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.
2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
 - a. All of the time limits and acts required to be done by both parties are of the essence of the Contract;
 - b. The parties are both experienced in the performance of the Contract work;

- c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price;
- d. The parties are not under any compulsion to contract;
- e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract;
- f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
- g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.

The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages for failure to satisfy the following performance requirements:

PERFORMANCE REQUIREMENTS SUMMARY

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM STANDARD	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING THE AQL
INSURANCE CERTIFICATIONS	CERTIFICATIONS SUBMITTED BEFORE IMPLEMENTATION OF CONTRACT AND ON A TIMELY BASIS THEREAFTER.	0%	100% INSPECTION ON A PERIODIC BASIS.	ALL CONTRACT REMEDIES RESERVED.	ALL CONTRACT REMEDIES RESERVED.
COMPETENT SUPERVISORY STAFF	RESPONSIVE TO COMPLAINTS AND REQUESTS. MAINTAINS GOOD WORK RECORDS. MAINTAINS AN ACCEPTABLE LEVEL OF SERVICE.	0%	100% INSPECTION ON A PERIODIC BASIS; COMPLAINTS.	ALL CONTRACT REMEDIES RESERVED.	ALL CONTRACT REMEDIES RESERVED.
UNIFORMS	UNIFORMS ACCEPTABLE TO COUNTY WORN BY ALL EMPLOYEES ON THE JOB.	0%	100% INSPECTION ON A PERIODIC BASIS; COMPLAINTS.	5% OF TOTAL MONTHLY AMOUNT OF CONTRACT COST.	\$20 FOR EACH TIME AN EMPLOYEE IS NOT IN AN ACCEPTABLE UNIFORM.
EMPLOYEES WELL ORIENTED TO JOB	EMPLOYEES MUST HAVE A THOROUGH KNOWLEDGE OF SERVICE AREA AND ITS NEEDS.	0%	100% INSPECTION ON A PERIODIC BASIS; COMPLAINTS.	5% OF TOTAL MONTHLY AMOUNT OF CONTRACT COST.	\$50 FOR EACH EMPLOYEE NOT KNOWLEDGEABLE IN THE JOB REQUIREMENTS.
RESPOND TO COMPLAINTS, REQUESTS AND DISCREPANCIES	RESPOND WITHIN THE TIME FRAME OUTLINED IN THE SPECIFICATIONS.	0%	100% INSPECTION ON A PERIODIC BASIS; COMPLAINTS.	5% OF TOTAL MONTHLY AMOUNT OF CONTRACT COST.	\$50 PER COMPLAINT NOT RESPONDED TO WITHIN THE TIME FRAME OUTLINED IN THE SPECIFICATIONS.
REMOVE GRAFFITI	DAILY GRAFFITI REMOVAL AND/OR PAINTED OVER WITHIN 48 HOURS, MONDAY THROUGH FRIDAY. ALL WEEKEND GRAFFITI REMOVED MONDAY. COLOR MATCHED WITHIN 48 HOURS	0%	100% INSPECTION ON A PERIODIC BASIS; COMPLAINTS.	50% OF TOTAL MONTHLY AMOUNT OF CONTRACT COST.	\$5 PER SQUARE FOOT (OR PRORATION THEREOF) FOR GRAFFITI NOT REMOVED WITHIN THE TIME FRAME OUTLINED IN THE SPECIFICATIONS.

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SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

Both parties have either consulted or had the opportunity to consult with counsel regarding the terms of this Contract and are fully cognizant of all terms and conditions. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, neither party shall be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.

B. Definitions

Whenever in the Request for Proposals, Contract, Scope of Work, Specifications, Terms, Requirements, and/or Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

Agreement. The written, signed accord covering the performance of the requested service.

Board. The Board of Supervisors of County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The contract includes the Agreement, Scope of Work (Specifications), Exhibit B - Service Contract General Requirements, Exhibit C - Internal Revenue Service Notice 1015, Exhibit D - Safely Surrendered Baby Law Posters, and other appropriate exhibits and amendments. Included are all supplemental agreements amending or extending the service to be performed, which may be required to supply acceptable services specified herein.

Contractor. The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into an agreement with County to perform or execute the work covered by these this Contract.

Contract Work or Work. The entire contemplated work of maintenance and repair to be performed, and services rendered as prescribed in this Contract.

County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Road Department, and/or Los Angeles County Engineer.

Day. Calendar day(s) unless otherwise specified.

Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or authorized representative(s).

District. Los Angeles County Flood Control District, or Los Angeles County Waterworks Districts, or Los Angeles County Consolidated Sewer Maintenance District.

Fiscal Year. The 12 month period beginning July 1st and ending the following June 30th.

Proposal. The written materials that a Proposer submits in response to a solicitation document (Request for Proposals).

Proposer. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity submitting a Proposal for the work, acting directly or through a duly authorized representative.

Public Works. County of Los Angeles Department of Public Works.

Solicitation. Request for Proposals, Invitation for Bids, Request for Statement of Qualifications, or Request for Quotation.

Specifications. The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

Subcontract. An agreement by the contractor to employ a subcontractor at any tier; to employ or agree to employ a subcontractor, at any tier.

Subcontractor. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of the Contractor's performance of this Contract, at any tier, under oral or written agreement.

C. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Amendments

1. For any change which affects the scope of work, contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor.
2. The Board or County's Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Administrative Officer. To implement such changes, an amendment to this Contract shall be prepared by Public Works for execution by Contractor and the Director.
3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or cost of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time provided; however, that the aggregate of all such extensions during the life of this Contract shall not exceed 60 days.

B. Assignment and Delegation

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.
2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give

majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract, which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. Authorization Warranty

Contractor represents and warrants that the person(s) executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

D. Budget Reduction

In the event that the Board adopts, in any fiscal year, a County budget which provides for reduction in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions) and the services to be provided by Contractor under this Contract shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within 30 days of the Board's approval of such actions. Except as set forth in the preceding sentences, Contractor shall continue to provide all of the services set forth in this Contract.

E. Complaints

Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to any complaints by any individual.

1. Within 12 business days after this Contract's effective date, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.

2. County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
3. If County request changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days for County approval.
4. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.
5. Contractor shall preliminarily investigate all complaints and notify the Contract Manager of the status of the investigation within five business days of receiving the complaint.
6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
7. Copies of all written responses shall be sent to the Contract Manager within three business days of mailing to the complainant.

F. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, and all provisions required thereby to be included in this Contract are hereby incorporated by reference.
2. Contractor shall defend, indemnify, and hold County harmless from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees arising from or related to any violation on the part of Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

G. Compliance with Civil Rights Laws

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical disability, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Contractor shall comply with its EEO Certification (Form PW-7).

H. Confidentiality

1. Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal, State and local laws, ordinances, regulations, and directives relating to confidentiality.
2. Contractor shall inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

I. Conflict of Interest

1. No County employee whose position with County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
2. Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract subjecting Contractor to either contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

J. Consideration of Hiring County Employees Targeted for Layoffs or Former County Employee on Reemployment List

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent

County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

K. Consideration of Hiring GAIN/GROW Participants

1. Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by category to Contractor.
2. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

L. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply Contractor with the poster to be used.

M. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring contractors to complete the Charitable Contributions Certification (Form PW-12), County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination for default or debarment proceedings or both. (Los Angeles County Code Chapter 2.202)

N. Contractor's Warranty of Adherence to County's Child Support Compliance Program

1. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
2. As required by County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

O. County's Quality Assurance Plan

County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all this Contract's terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract for default or impose other penalties as specified in this Contract.

P. Damage to County Facilities, Buildings, or Grounds

1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor.
2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment

upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County to make such repairs.

Q. Employment Eligibility Verification

1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
2. Contractor shall indemnify, defend, and hold harmless, County, its Board, agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

R. Facsimile Representations

At the discretion of County, County may agree to regard facsimile representations of original signatures of Contractor's authorized officers, when appearing in appropriate places on the change notices and amendments prepared pursuant to this Exhibit's Amendments, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to change notices and amendments to this Contract, such that the Contractor need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County and its Board, agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

T. Governing Laws, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, Contractor and County agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Contract and further agree and consent that venue of any action brought in connection with or arising out of this Contract, shall be exclusively in the County of Los Angeles.

U. Nondiscrimination and Affirmative Action

1. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.
2. Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification (Form PW-7).
3. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
4. Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
5. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

6. Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County.
7. If County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract. While County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.
8. The parties agree that in the event Contractor violates any of the antidiscrimination provisions of this Contract, County shall, at its sole option, be entitled to a sum of \$500 for each violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

V. Nonexclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict County from acquiring similar, equal, or like goods and/or services from other entities or sources.

W. No Payment for Services Provided Following Expiration/Termination of Contract

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration/termination of this Contract.

X. Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party.

Y. Notice of Disputes

Contractor shall bring to the attention of the Contract Manager any dispute between County and Contractor regarding the performance of services as stated in this Contract. If the Contract Manager is not able to resolve the dispute, the Director will resolve it.

Z. Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

AA. Notices

Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid with the United States Post Office and any such notice and the envelope containing the same shall be addressed to Contractor at its place of business, or such other place as may be hereinafter designated in writing by Contractor. The notices and envelopes containing the same to County shall be addressed to:

Chief, Administrative Services Division
County of Los Angeles Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to Contractor. Actual knowledge of such suspension or termination by an individual contractor or by a copartner, if contractor is a partnership; or by the president, vice president, secretary, or general manager, if contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said contractor shall in any case be sufficient notice.

BB. Publicity

1. Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit

Contractor from publicizing its role under this Contract within the following conditions:

- a. Contractor shall develop all publicity material in a professional manner.
- b. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.
- c. Contractor may, without prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this paragraph shall apply.

CC. Public Records Act

1. Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to this Exhibit's Record Retention and Inspection/Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to the RFP used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records, except those documents that are marked "trade secret," "confidential," or "proprietary" and are deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). County shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
2. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

DD. Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted

accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks, or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in County, provided that if any such material is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract.
3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.
4. In addition to the above, Contractor agrees, should County or its authorized representatives determine, in County's sole discretion, that it is necessary or appropriate to review a broader scope of Contractor's records (including, certain records related to non-County contracts) to enable County to

evaluate Contractor's compliance with County's Living Wage Program, Contractor shall promptly and without delay provide to County, upon the written request of County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to County under this Contract, including without limitation, records relating to work performed by said employees on Contractor's non-County contracts. Contractor further acknowledges that the foregoing requirement in this paragraph relative to Contractor's employees who have provided services to County under this Contract is for the purpose of enabling County in its discretion to verify Contractor's full compliance with and adherence to California labor laws and County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by Contractor at a location in County, provided that if any such materials and information is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

EE. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

FF. Subcontracting

The requirements of this Contract may not be subcontracted by Contractor without the advance written approval of County. Any attempt by Contractor to subcontract without the prior written consent of County may be deemed a material breach of this Contract and the County may terminate for this Contract default.

1. If Contractor desires to subcontract, Contractor shall provide the following information promptly at County's request:
 - a. A description of the work to be performed by the subcontractor;
 - b. A draft copy of the proposed subcontract; and

- c. Other pertinent information and/or certifications requested by County.
2. Contractor shall indemnify and hold County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
3. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
4. County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this County right.
5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees.
6. Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.
7. Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by County from each approved subcontractor. Contractor shall ensure delivery of all such documents to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460 before any subcontractor employee may perform any work hereunder.

GG. Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

HH. Waiver

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach of said provision or of any other provision of this Contract. Failure of County to enforce at anytime, or from time to time, any provision of this Contract shall not be construed as a waiver thereof.

II. Warranty Against Contingent Fees

1. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
2. For breach of this warranty, County shall have the right, in its sole discretion, to terminate this Contract for default, deduct from amounts owing to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

SECTION 3

TERMINATIONS

A. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in this Exhibit's Contractor's Warranty of Adherence to County's Child Support Compliance Program shall constitute a default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to this Exhibit's Termination for Default, and pursue debarment of Contractor pursuant to Los Angeles County Code Chapter 2.202.

B. Termination for Convenience

1. This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than 10 days after the notice is sent.
2. After receipt of a notice of termination and except as otherwise directed by County, Contractor shall:
 - Stop work under this Contract on the date and to the extent specified in such notice, and
 - Complete performance of such part of the work as shall not have been terminated by such notice.
3. All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with this Exhibit's Record Retention and Inspection/Audit Settlement.
4. If this Contract is terminated, Contractor shall complete within the Director's termination date contain within the Notice of Termination, those items of work which are in various stages of completion, which the Director has advised the Contractor are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by Contractor under this Contract shall be delivered to County upon request and shall become the property of County.

C. Termination for Default

1. County may, by written notice to Contractor, terminate the whole or any part of this Contract, if, in the judgment of the Contract Manager:
 - a. Contractor has materially breached this Contract; or
 - b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract, or
 - c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.
2. In the event County terminates this Contract in whole or in part pursuant to this paragraph, County may procure, upon such terms and in such manner, as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.
3. Except with respect to defaults of any subcontractor, Contractor shall not be liable for any excess costs of the type identified in subparagraph "2" above, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.
4. If, after County has given notice of termination under the provisions of this paragraph, it is determined by County that Contractor was not in default

under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to this Exhibit's Termination for Convenience.

5. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
6. As used herein, the terms "subcontractor" and "subcontractors" mean subcontractor at any tier.

D. Termination for Improper Consideration

1. County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, extension of this Contract, or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against Contractor as it could pursue in the event of default by Contractor.
2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 554-6861.
3. Among other items, such improper consideration may take the form of cash; discounts; services; or the provision of travel, entertainment, or tangible gifts.

E. Termination for Insolvency

1. County may terminate this Contract forthwith in the event of the occurrence of any of the following:
 - a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code;
 - c. The appointment of a bankruptcy Receiver or Trustee for Contractor;
or
 - d. The execution by Contractor of a general assignment for the benefits of creditors.
2. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

F. Termination for Nonadherence to County Lobbyists Ordinance

Contractor, and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyists or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may in its sole discretion, immediately terminate for default or suspend this Contract.

G. Termination for Nonappropriation of Funds

Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future fiscal years unless and until the Board appropriates funds for this Contract in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County will notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

SECTION 4

GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

B. Cooperation

Contractor shall cooperate with Public Works' forces engaged in any other activities at the jobsite. Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

C. Cooperation and Collateral Work

Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

D. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by Contractor.

E. Gratuitous Work

Contractor agrees that should work be performed outside the Scope of Work indicated and without Public Works' prior written approval in accordance with this Exhibit's Amendments, such work shall be deemed to be a gratuitous effort by Contractor, and Contractor shall have no claim, therefor, against County.

F. Jobsite Safety

Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. Contractor shall provide at its expense all safeguards, safety devices, and protective equipment and shall take any and all actions appropriate to providing a safe jobsite.

G. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' projects or providing services.

H. Labor Law Compliance

Contractor, its agents, and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor. Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

I. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by and in accordance with Labor Code Section 1815 et seq.

J. Permits/Licenses

Contractor shall be fully responsible for possessing or obtaining all permits/licenses, except as might be specifically outlined in other sections, from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

K. Prohibition Against Use of Child Labor

1. Contractor shall:

- a. Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;
- b. Upon request by County, identify the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County;
- c. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions; and
- d. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor

conventions, Contractor shall immediately provide an alternative, compliant source of supply.

2. Failure by Contractor to comply with provisions of this paragraph will constitute a material breach of this Contract and will be grounds for immediate termination of this Contract for default.

L. Public Convenience

Contractor shall so conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

M. Public Safety

It shall be Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' jobsites.

N. Quality of Work

Contractor shall provide the County high and consistent quality work under this Contract and which is at least equivalent to that which Contractor provides to all other clients it serves. All work shall be executed by experienced and well-trained workers. All work shall be under supervision of a well-qualified supervisor. Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

O. Quantities of Work

Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the work estimated by Contractor in responding to County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by County.

P. Safety Requirements

Contractor shall be responsible for the safety of equipment, material, and personnel under Contractor's jurisdiction during the work.

Q. Storage of Material and Equipment

Contractor shall not store material or equipment at the jobsite, except as might be specifically authorized by this Contract. County will not be liable or responsible for any damage, by whatever means, or for the theft of Contractor's material or equipment from any jobsite.

R. Transportation

County will not provide transportation to and from the jobsite and will not provide travel around the limits of the jobsite.

S. Work Area Controls

1. Contractor shall comply with all applicable laws and regulations. Contractor shall maintain work area in a neat, orderly, clean, and safe manner. Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Contract Manager's approval.
2. Contractor shall be responsible for the security of any and all of Public Works/County facilities in its care. Contractor shall provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

SECTION 5

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

1. This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
2. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
3. Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

B. Indemnification

Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract, including, but not limited to, claims or damages for property damage, personal injury, death, claims, or damages under the Comprehensive Environmental Response, Compensation, and Liability Act, the California Health & Safety Code or pursuant to any Federal, State, or local environmental law, regulation or mandate, administrative or judicial. Contractor shall not be obligated to indemnify County for the active negligence of County.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless County, its board, Special Districts, officers,

employees, and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including, but not limited to, injury or death to employees of Contractor, its subcontractors or County, attributable to any alleged act or omission of Contractor and/or its subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless County includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting Contractor's indemnification of County and during the term of this Contract, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County. Such coverage shall be provided and maintained at Contractor's own expense.
2. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing work under this Contract. Such certificates or other evidence shall:
 - a. Specifically identify this Contract;
 - b. Clearly evidence all coverage required in this Contract;
 - c. Contain the express condition that County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance;
 - d. Include copies of the additional insured endorsement to the commercial general liability policies, adding County, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Contract; and
 - e. Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply

to County, or require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

3. Insurer Financial Rating: Insurance is to be provided by an insurance company acceptable to County with an A. M. Best rating of not less than A:VII, unless otherwise approved by County.
4. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.
5. Notification of Incidents, Claims, or Suits: Contractor shall report to County's Contract Manager:
 - a. Any accident or incident relating to work performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
 - b. Any third-party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract.
 - c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the Contract Manager.
 - d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Contract.

E. Compensation for County Costs

In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors

Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

1. Contractor providing evidence of insurance covering the activities of subcontractor; or
2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

G. Insurance Coverage Requirements

1. General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following. (Can be met by a combination of primary and excess insurance coverage):
 - a. General Aggregate: \$2 million
 - b. Products/Completed Operations Aggregate: \$1 million
 - c. Personal and Advertising Injury: \$1 million
 - d. Each Occurrence: \$1 million
2. Automobile Liability insurance written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto." (Can be met by a combination of primary and excess insurance coverage):
3. Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which Contractor is responsible.
4. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:
 - a. Each Accident: \$1 million
 - b. Disease - policy limit: \$1 million

- c. Disease - each employee: \$1 million
5. As a condition precedent to its performance pursuant to this Contract, Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Chapter 2.202 of County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Contract, debar Contractor from bidding or proposing on, being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

C. Nonresponsible Contractor

County may debar a contractor if the Board finds, in its discretion, that Contractor has done any of the following: (1) violated any term of a contract with County or a nonprofit corporation created by County; (2) committed an act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against County or any other public entity.

D. Contractor Hearing Board

1. If there is evidence that Contractor may be subject to debarment, Public Works will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.
2. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation

regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.
4. If a contractor has been debarred for a period longer than five years, that contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
5. Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.
6. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

E. Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

SECTION 7

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

This Contract is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the

Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

4. Contractor's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

B. Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

SECTION 9

COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

A. Living Wage Program

This Contract is subject to the provisions of County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Form LW-1 and incorporated by reference into and made a part of this Contract.

B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not an "Employer" as defined under the Living Wage Program (Section 2.201.020 of County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to County, including, without limitation, "Travel Time" as defined below in subsection 5 of this Section 9.B under this Contract:
 - a. Not less than \$11.84 per hour if, in addition to the per-hour wage, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
 - b. Not less than \$9.64 per hour if, in addition to the per-hour wage, Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its Employees the higher hourly living wage rate.
2. For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for County under this Contract. If Contractor uses any subcontractor to perform services for County under this Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to County under this Contract. "Full-time"

means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.
4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.
5. For purposes of Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between Contractor and County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time.

C. Contractor's Submittal of Certified Monitoring Reports

1. Contractor shall submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring

reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by County, or any other form approved by County which contains the above information. County reserves the right to request any additional information it may deem necessary. If County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of this Contract, if Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim") concerning any alleged labor law/payroll violation (including, but not limited to, any violation or claim pertaining to wages, hours, and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), Contractor shall immediately inform County of any pertinent facts known by Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of Contractor's contract with County, but instead applies to any labor law/payroll violation or claim arising out of any of Contractor's operation in California.

E. County Auditing of Contractor Records

Upon a minimum of 24 hours' written notice, County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of five years from the date of final payment under this Contract. Authorized agents of County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

G. Enforcement and Remedies

If Contractor fails to comply with the requirements of this Section, County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including, but not limited to, being late, inaccurate, incomplete, or uncertified, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until County has been provided with a properly prepared, complete, and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
 - c. Termination: Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.
2. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of this Contract. In the

event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. **Withholding Payment:** If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. County may withhold said amount until Contractor has satisfied County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. **Liquidated Damages:** It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
 - c. **Termination:** Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.
3. **Debarment:** In the event Contractor breaches a requirement of this Section, County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code Section 2.202.

H. Use of Full-Time Employees

Contractor shall assign and use full-time Employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time Employees for services provided under this Contract unless and until

County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time-Employee staffing plan. If Contractor changes its full-time-employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to County.

I. Contractor Retaliation Prohibited

Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person, or entity who has reported a violation of the Living Wage Program to County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

J. Contractor Standards

During the term of this Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by County, Contractor shall demonstrate to the satisfaction of County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

Contractor shall not use any consideration received under this Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

SECTION 10

LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- D. If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
 - 1. Pay to County any difference between this Contract amount and what County's costs would have been if this Contract had been properly awarded;
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of this Contract; and
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply if Contractor is no longer eligible for certification as a result of a change of its status and Contractor failed to notify the State and County's Office of Affirmative Action Compliance of this information.



2nd Story
Dist. 1 & 4
Dist. 2 & 5

**Graffiti Abatement
Proposal**

March 21, 2007

Superior Property Services, Inc.

1415 E. McFadden Ave., Suite D
Santa Ana, CA 92705
714) 285-1200
FAX (714) 285-1202
(800) 741-2532
Website: www.4superior.com



Superior Property Services, Inc.

March 21, 2007

Mr. Donald L. Wolfe
Director of Public Works
County of Los Angeles
P.O. Box 1460
Alhambra, CA 91802-1460

RE: Submission of Proposal for Graffiti Abatement Services

Dear Mr. Wolfe,

Superior is pleased to extend the attached information to the County of Los Angeles. We have prepared a comprehensive package that covers our operations, procedures, and crew that is able to maintain a zero tolerance graffiti abatement in the designated areas.

We have reviewed the information provided to us and are confident we can meet all the conditions, including the performance of graffiti abatement. It is further understood that Superior will provide the required insurance certificates as requested.

The following are the individuals authorized to make representations with respect to this proposal:

Larry DeCrona, President
1415 E. McFadden Ave., #D
Santa Ana, CA 92705

Ronald L. Bruneck, Vice President
1415 E. McFadden Ave., #D
Santa Ana, CA 92705

Thank you for the opportunity to submit this information and we look forward to your review and comments. We can be reached at (800) 741-CLEAN or (714) 285-1200 should you or your staff have any questions.

Respectfully,

Superior Property Services, Inc.

Larry DeCrona
President

1415 E. McFadden Ave., Suite D, Santa Ana, CA 92705

PHONE 714-285-1200 **FAX** 714-285-1202 **WEBSITE** www.4superior.com

Graffiti Abatement Services

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Background

Superior Property Services, Inc. and Superior Pressure Washing offer the kind of unique experience in all areas of property maintenance rarely found in other companies. The ability to understand and focus upon clients' needs and objectives enables us to obtain the optimum results. Our years of experience in property management and real estate give us a special insight into what is necessary to satisfy our clients. We strive to always be a part of your property maintenance solutions. Superior Property Services, Inc. is a California Corporation and has been in operation for over 15 years. We currently employ over 30 full time people.

Superior has had its corporate offices in Santa Ana California, with additional warehouses in Pomona and Vernon, California. We continue to service Los Angeles, Orange County, Riverside and San Bernardino counties.



Staff/Key Personnel

Lawrence E. DeCrona

President

Mr. DeCrona was honorably discharged from the United States Air Force after a tour of duty in Vietnam. He attended Mt. San Antonio College and Cal Poly University where he obtained a degree in Business Administration. He began his career in real estate and marketing in 1973 and specialized in residential and commercial income producing properties. Mr. DeCrona is a licensed General Contractor and has acted as Owner/General Partner in the acquisition, development or management of over \$22,000,000 in real estate projects.

As a developer/builder, he has built or renovated over 195 apartment units and completed construction of thirty-three single family and multi-family homes in Southern California. He has also completed construction and renovated over 178,000 square feet of commercial/industrial property and received the "Historical Restoration Award" from the City of Santa Ana in 1988 for the Oddfellows Building originally constructed in 1906.

Mr. DeCrona and Ron Bruneck formed Superior Property Services in 1994. Superior is a full service graffiti abatement, janitorial service, pressure washing and property maintenance company.

Mr. DeCrona was the co-founder, in 1980, of the Newport Beach Business Club and a 20-year member of Lions International and Past President of the Mariners Lions Club of Newport Beach. He is on the advisory Boards for Vanguard University and Friends of Institute of Real Estate Management. The DeCrona's are active members of Trinity United Presbyterian Church in Tustin, California.

Mr. DeCrona is married to Diane M. DeCrona, a Tax Attorney/CPA, and they have a grown son and daughter.

Ronald L. Bruneck

Vice President

Began his career in Real Estate sales and property management in 1974. During his 15 years in property management, he was responsible for managing a portfolio consisting of over 2500 residential units and numerous commercial properties. He obtained his real estate brokers license in 1976, owned and managed Lanco Property Management until 1989. He then started CDS Maintenance, which later became Superior Property Services in 1994. Mr. Bruneck is married with 2 boys and resides in Tustin, CA. Mr. Bruneck attended the University of Southern California, holds a Bachelor's degree in Business Administration and was a member of the Institute of Real Estate Management (IREM). Larry DeCrona and Ron Bruneck have worked together for over 20 years and in 1994 became partners to form Superior Property Services, Inc.

Nancy Hernandez

Director of Operations

Office Manager

Ms. Hernandez joined our company in 1992. Her years of experience in all aspects of the maintenance business have resulted in a responsive and knowledgeable manager. Being bilingual enables her to communicate with the employees giving them directions and new ideas to complete the work needed. Ms. Hernandez attended Orange Coast College taking classes in business management and accounting. Ms. Hernandez directly oversees the office staff and indirectly is responsible for all employees, with supervisors reporting directly to her. She also is responsible for scheduling work and accounts receivables. Ms. Hernandez is an integral part of the Superior operation and family.

Francisco Cuenca
Operations Manager

Francisco has been with Superior for over ten years and started as one of our maintenance men and pressure washers. Over the years Francisco has shown his versatility by taking on any job necessary. He has worked on our paint crews and became our key supervisor over seeing all of our graffiti abatement crews. He is very familiar with the requirements of our LA County graffiti contracts and the areas they service. Mr. Cuenca responsibilities now include the operations of all our contracts and reports directly to our Director of Operations.

In order to assure the highest quality service, we inspect all jobs on a frequent basis. A supervisor is assigned to a specific area on a full-time basis. The supervisor visits the job sites at least twice a week, or more if needed. Inspections are made both during business hours and after to insure that projects are completed professionally and on schedule. We employ only qualified and skilled persons who have passed our rigid qualifications and training. These supervisors report directly to Mr. Cuenca.

Amanda Campbell
Data Entry

Miss Campbell has been with company for 2½ years, she is experienced in QuickBooks, Word, excel, and PowerPoint presentations. Miss Campbell handles all of our data entry and helps keep all of our computers up and running. She currently is attending CSUF working towards a degree in computer science.

Lorena Jimenez
Receptionist

Miss Jimenez has just recently joined the Superior team. Miss Jimenez helps with the office work and answering the phones.

Mario Mendez
Area Supervisor

Mario has been with the company for 3½ years. Mario is bilingual and has been involved in the janitorial industry his whole career. He has worked his way up from a janitorial position to building supervisor, area manager, lead floor crew supervisor to area supervisor. Mario oversees all of our janitorial contracts and works closely with our other supervisors in improving training techniques and reporting.

Robert Cazares
Crew Supervisor

Robert has been with Superior for over 6 years, working on graffiti abatement contracts the whole time. Robert now oversees all of our graffiti abatement contracts and crews. He spends a great deal of his time inspecting areas; Robert will be assigned to oversee the Montebello Graffiti Abatement if awarded this contract. Robert worked for Graffiti Control for 2 years prior to joining our team. He had almost 5 years of prior experience in painting. Robert has excellent references and experience in both painting and pressure washing.

Chris Bruneck
Field Supervisor

Chris has grown up with Superior and has worked in all phases of the company. He has worked as a janitor, graffiti crew, data entry, and maintenance crew. He now oversees all of our maintenance work, pressure washing and new construction clean-up work. He also helps out with graffiti abatement in the flood channels when necessary. Chris has a passion for soccer and is attending college pursuing a degree in accounting.

Graffiti Abatement Crew members

Roberto Cazares Murillo – 25 years of painting experience/7 years in graffiti removal
Francisco Santos - 10 years of painting experience/3 years in graffiti removal
Rogelio Vasquez – 15 years of painting experience/6 years in graffiti removal
Jesus Navarro Jr. – 5 years of painting experience/2 years in graffiti removal
Jesus Navarro Sr. – 4 years of painting experience/3 years in graffiti removal
Jose Chavez – 10 years of painting experience/5 years in graffiti removal
Joshua Moreno – 1 year of painting experience/6 months in graffiti removal
Alejandro Gonzalez – 5 years of painting/pressure washing experience/4 years in graffiti
Rolando Avila – 2½ years of painting experience/1 year in graffiti removal
Joseph Luna – 5 years of painting experience/1 year in graffiti removal
Ramon Santos – 9 years of painting experience/5 years of graffiti removal
Alejandro Trujillo – 3 years of painting experience/2 years of graffiti removal

All of our crewmembers have had a minimum of one year of prior painting experience. They must have and maintain a clean driving record. They receive 2 weeks of extensive training by Superior prior to being placed on a crew in the field. They learn paint color matching, painting techniques, reporting, safety, paint sprayer maintenance and additional training in their specific area.

Financial References

Banks

Union Bank
13300 Newport Ave.
Tustin, CA 92680
(714) 730-8252

Wells Fargo Bank
14601 Redhill Avenue
Tustin, CA 92780
(714) 838-7901

Orange Community Bank
1045 West Katella Ave.
Orange, CA 92867
(714) 532-0700

Accountant
Diane Martin DeCrona, CPA
Attorney At Law
3300 Irvine Ave., Suite 250
Newport Beach, CA 92660
(949) 975-1040

Attorney
Marc Tow, Esquire
3900 Birch St., #113
Newport Beach, CA 92660
(949) 975-0544

Insurance
Yorba Linda Insurance (Broker)
4848 Lakeview Ave. #201-D
Yorba Linda, CA 92886
(714) 777-8388

Major Vendor
Vista Paints
2020 E. Orangethorpe
Fullerton, CA 92681
(714) 680-3800

Superior Property Services, Inc.

Partial Reference List

AMC MANAGEMENT
AMERISTAR LENDING GROUP
AMERICAN RED CROSS
BIXBY LAND COMPANY
BPS GROUP
BRENTWOOD COUNTRY CLUB
BRYMAN COLLEGE
CANYON ACRES CHILDREN SERVICES
CENTER TRUST
CITY OF CLAREMONT
CITY OF COLTON
CITY OF RIVERSIDE
CITY OF SANTA ANA
CITY OF WEST COVINA
COUNTY OF LOS ANGELES
COUNTY OF ORANGE
DIX DEVELOPMENT
DW HOLLAND COMPANY
EASY ACCESS SELF STORAGE
EPOCH CONSTRUCTION
FLEET FUELS
FOUNTAINGLEN PROPERTIES
GODBAY MONROE
GT BICYCLES
HACKETT MANAGEMENT CORP.
IC MYERS PROPERTIES
KF PARTNERS
LIMELIGHT JAVA
LOS ANGELES COUNTY FLOOD CONTROL

MADISSON MARQUETTE MANAGEMENT
MARNELL CORRAO
MC CARRION AIRPORT,- Las Vegas, NV
MINI-U-STORAGE
NATIONAL AUCTION PROPERTIES, INC.
NEW YORK, NEW YORK HOTEL, Las Vegas, NV
ORANGE COAST JEEP, GMC & BUICK
ORANGE COUNTY HEAD START
ORANGE COUNTY PARENTS & TEACHERS
PHILARMONIC HOUSE OF DESIGN
PRESBYTERIAN CHURCH OF THE COVENANT
PROWEST PCM, INC.
RESCO SELF STORAGE
RIDGEPARK LANDSCAPE
RIVERSIDE COUNTY TRANS. COMMITTEE
RUBY'S RESTAURANTS
S & S BUILDING MAINTENANCE
SCHROEDER MANAGEMENT
SHOOK PROPERTIES
SHURGARD SELF-STORAGES
SPERRY VAN NESS
SOUPLANTATION RESTAURANTS
THE CARLSON COMPANY
TUSTIN UNIFIED SCHOOL DISTRICT
UNITED CONSTRUCTION
W. CRAIG DOOTSON
WAHOO'S RESTAURANTS
X-TECHNOLOGIES
24 HOUR FITNESS CENTERS

PLAN OF ACTION / QUALITY ASSURANCE

Procedures & Techniques Proposed

Superior has maintained this contract for over the last three years and are currently providing service under a month-to-month agreement since the expiration of the last contract period. We also have the contracts for graffiti abatement of everything below the required 2nd story. As such we understand the importance of responding to all special requests and required of these contracts. We have implemented a "NO EXCUSE POLICY". Also we must point out that the estimates in the RFP were reversed; it should be \$20,000 for Districts 2 and 5; and \$35,000 for districts 1 and 4. Districts 1 and 4 have always required more service and time and in the past have always been higher than districts 2 & 4.

The following plan was compiled after a comprehensive and detailed inspection of each area, and extensive cost analysis.

The contracts in this proposal have been fixed contracts with no Cost of Living (CPI) increases over the last three years, while labor; fuel; paint; and insurance have all increased. Gang activity has increased which results in an increase in the amount of graffiti. Business owners and residents in these areas are much more aware of the county's Graffiti Hot Line, so it is no coincidence that the number of tags being called into the Hot Line has increased by 45% or more. In addition to these issues the current RFP, rightfully, is the most comprehensive and demanding we have seen since the programs inception. Superior has proven that they maintain a higher completion of tags to contract price, which translates into a much lower cost of graffiti removal for the county per square foot.

We point these factors out so that our proposals will be given serious consideration even though they may not be the lowest priced. We would hope that strong consideration would be given to our plan of actions, references and experience before making a decision based on price alone. Superior has proven itself as more than competent in our response times, reporting and maintaining accurate records. Our response times in completing work orders have always been of highest priority. We can assure you our proposal and plan of action will give you the best service for the money. Please keep in mind the following guideline when evaluating the number of crews being used on average:

- 1 crew = 500,000 Sq. Ft. of graffiti removed
- 1 crew = clears 6,000 tags/year
- 1 crew = cost \$4,000 per month (labor; paint; fuel & insurance)

All work orders received in our office are time stamped, collated by geographical areas and entered into our database. Each graffiti abatement crew (GAC) receives a daily log of work orders, grouped by location. We maximize the time our people spend in the area removing graffiti and reduce the time spent completing paperwork.

Our staff can easily determine how many work orders were received, completed and outstanding for any given period. We track frequency of tags and hot areas; square footage and job times, on a continuing basis.

Over the years we have established a partnership with a major paint supplier to provide us with recycled paint at the lowest prices possible. Our supplier has committed to us for the next 3 years to lock their current prices, provide inventory and stock Superior Graffiti Block paint. They will ship to our warehouses within 24 hours and will stock our products in any of their local stores requested. They will also provide next day service for all color matches. We maintain a huge inventory and catalogue of custom colors for each area. So in most cases we have very little delay as a result of needing to match specific colors. In the few instances when we do not have the color necessary to complete a work order, we have next day service through our paint vendor for a custom colors. Also in an effort to keep our paint costs under control we obtain mismatch paints from paint contractors and paint stores. We then remix and re-tint these paints to our existing colors to lower our overall paint costs.

All of our crews are based out of one or our satellite warehouses (Vernon; Pomona or Santa Ana) located near contract service areas. Our crews work 5 days per week from 6:30am to 2:30pm, Monday through Friday. As a result of locating our warehouses closer to the areas and reducing the crew's paper work we have estimated that our crews average 2 hours more time actively removing graffiti than our competitors. In the event of rain, high graffiti incidents or special requests our crews could be required to work Saturdays.

We work closely with the Sheriffs Department, neighborhood watch programs, and non-profit organizations to clean up alleys and high visibility areas. We found that these programs could be very successful when combined with an aggressive graffiti abatement program. No other contractor has the reputation Superior has for contributing back to the communities or assisting the sheriffs department with establishing ways to counter the graffiti problems. We have always taken a proactive approach to removing graffiti and participate in all programs that work to that end. Our budgets include funds for additional crews if necessary, supervisors, 2-man crews' in high crime areas; and funds for community work programs.

All crews are uniformed equipped with cell phones. Each truck is equipped with custom ladder racks, emergency flashers, cones, paint sprayers and a system for handling smaller tags and curbs. We also have trailer mounted and truck mounted pressure washers available for daily service. In areas that require significant amounts of pressure washing we have found that it is much more efficient to use a separate pressure washing crew. However, in other areas it is more efficient to equip the GAC with pressure washing capability as well as full paint removing equipment. Each crew is professionally trained prior to beginning work. Our supervisors carry extra supplies and are available to assist the GAC.

Districts 1 & 4 2nd Story

Annual Proposed Price: \$36,120

- **1 roving 2 man paint crews (3 days/week)**
- **1 supervisor (2 days/week)**
- **Additional support as needed**

Districts 2 & 5 2nd Story

Annual Proposed Price: \$33,600

- **1 roving man paint crews (3 days/week)**
- **1 supervisor (1 days/week)**
- **Additional support as needed**

We have an excellent understanding of the special requirements of this area and the local business and property owners. We have performed graffiti abatement in this area continually for the last 3 plus years. In the last 18 months a number of new trends have been observed. The amount of gang activity has increased dramatically. A more important concern, we have noticed, is that the gang activity is coming from much younger individuals who are much more violent. On several occasions our crews have had to leave the area quickly as a result of being threatened. We have learned that to remove graffiti from certain locations we do so only with the presence of a Sheriff's Officer. We have worked closely with the Sheriffs department to reduce the inherit risks of this area. In the past we had developed a working relationship with the Sheriff's Department in order to provide timely and safe graffiti abatement. We continue to work with business owners to limit the access to some of the 2nd story areas, like roof tops.

Through experience, we have developed specific geographical patrol areas in the district to assure maximum coverage. It is also necessary to use a 2 man crew for these contracts for safety reasons and efficiency. You do not want to have one man climbing up and down a ladder by himself with out any support. Over 90% of the graffiti in this area can be removed by painting over existing painted walls. For the remaining 10% we would provide a roving 2 man pressure washing crew in the area several times a week as needed. We have found that the best use of our personnel is to combine the painting crew and pressure washing crews in this area. In addition we would assign our supervisor, who was promoted from this area, to oversee the area and assign additional crews when necessary. It is very important to maintain a proactive approach to graffiti abatement in the area. We would anticipate that for every work order completed our crews would remove all tags in and around the area to avoid having to immediately return. Our crews and supervisor will identify the hot areas and patrol these areas on a daily basis due to the frequency of graffiti. We already provide service in these areas with our other contracts and these crews can notify us when they observe any 2nd story graffiti.

Training Program

All new crewmembers go through a two-week training program prior to working in the field. The training program will consist of the following:

- ◆ Three days of painting techniques; color matching; equipment care; preparation and cleanup;
- ◆ One day of safety procedures; Material Safety Data Sheets; and office procedures
- ◆ Two days of field training which will consist of familiarization with the specific zone and graffiti removal problems.
- ◆ Five days of field training with a supervisor.

We have an existing relationship with Dunn Edwards Paints and have established a training program where they will provide training in painting equipment, painting techniques and color matching.

After 90 days all employees must be reviewed and go through an additional day of training prior to being taken off probation status.

All Superior's field personnel receive on going training specific to their jobs. Superior provides monthly mandatory training sessions for all personnel. This training includes safety issues as well as specific employment issues, such as sexual harassment issues, employment benefits and policies.

Superior requires all crew members be bilingual and in order to insure that takes place we encourage all employees attend English/Spanish classes. We provide flexible schedules and reimburse up to 75% of the cost for such classes.

Billing Method / Accounting Procedures

Superior utilizes state-of-the-art computer accounting and data base systems. Our computers are networked and include high speed internet capabilities and communication software.

We are currently developing a program system similar to that used by UPS to track packages. Our system will allow us to track and route each work order to maximize the efficiency of each crew. In addition, we will be able to pin point hot spots, list all outstanding work orders, and more accurately reflect the time to complete and the cost associated with each work order. This new system we will come close to being a paperless system of tracking work orders in the field.

Currently each crew maintains a log of all work performed. This log shall includes type of structure, facility, job location date, time, type of work required, completion time, and amount of material, paint color and comments. We log all work orders into our data base and track their completion. This Database system can be linked to our accounting system to insure proper billing. Every service call is logged in and maintained for 3 years. Our billing will be by zone and will include labor hours, number of work orders completed, and materials used.

Internally we focus our attention on two primary areas. First we organize and log all work orders in each area before they are sent to the crew. This eliminates wasted time in the field and insures that time is spent actually removing graffiti. Secondly we make sure that our warehouses are close to our contract areas. Again this maximizes time spent removing graffiti. We are the only contractor in the industry that maintains warehouses based on the location of our contract. Supplies are delivered and inventoried at each warehouse so there is no wasted or down time. Our graffiti crews spend far more time actually removing graffiti than any of our competitors.

Communication

Superior will continue to maintain an office in Santa Ana as well as one or more satellite warehouse in the Los Angeles area. We anticipate that work request can be faxed to our 800 fax number or called into our phone at (800) 741-2532, where our bilingual office staff would forward the work order to the appropriate crew. We currently maintain all staff with mobile phones and our 24-hour voice mail can reach company owners and supervisors when necessary. Work orders faxed to us would come into our computer and automatically log into our system. Each crew has cellular phones with GPS capability so we can monitor their routes in real time. This phone system also allows them to log in when starting their shift, lunch period and ending their shift. This new system allows us to adjust routs and handle all requests in a timely manner.

Employee Benefits

Eligible employees at Superior are provided a wide range of benefits. A number of the programs (such as Social Security, workers' compensation, state disability, and unemployment insurance) cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including employee classification. Your supervisor can identify the programs for which you are eligible. Details of many of these programs can be found elsewhere in the employee handbook.

The following benefit programs are available to eligible employees:

- ❖ Health Insurance
- ❖ Holidays
- ❖ Personal/Sick Leave Benefits
- ❖ Vacation Benefits

Some benefit programs require contributions from employees, but most are fully paid by Superior.

Vacation Benefits

Vacation time off with pay is available to eligible employees to provide opportunities for rest relaxation, and personal pursuits. Employees in the following employment classification(s) are eligible to earn and use vacation time as described in this policy:

- ❖ Regular full-time employees

The amount of paid vacation time employees receive each year increases with the length of their employment as shown in the following schedule:

- ❖ After 1 year of eligible service the employee is entitled to 5 vacation days each year.
- ❖ After 3 years of eligible service the employee is entitled to 7 vacation days each year.
- ❖ After 5 years of eligible service the employee is entitled to 10 vacation days each year.

The length of eligible service is calculated on the basis of a "benefit year." This is the 12-month period that begins when the employee starts to earn vacation time. An employee's benefit year may be extended for any significant leave of absence.

Once employees enter an eligible employment classification, they begin to earn paid vacation time according to the schedule. Earned vacation time is available for use in the year following its accrual.

Paid vacation time can be used in minimum increments of one day. To take vacation, employees must request advance approval at least two weeks prior to their requested vacation start date to the office manager. Requests will be reviewed based on a number of factors, including business needs and staffing requirements. In most cases no more than 5 consecutive days of vacation will be granted at one time.

Vacation time off is paid at the employee's base pay rate at the time of vacation. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

As stated above, employees are encouraged to use available paid vacation time for rest, relaxation, and personal pursuits. In the event that available vacation is not used by the end of the benefit year, employees will forfeit the unused time.

Upon termination of employment, employees will be paid for unused vacation time that has been earned through the last day of work for that year.

Holidays

Superior will grant holiday time off to all employees on the holidays listed below:

- ❖ New Year's Day (January 1)
- ❖ Good Friday (Friday before Easter) Half day off
- ❖ Independence Day (July 4)
- ❖ Labor Day (first Monday in September)
- ❖ Thanksgiving (fourth Thursday in November)
- ❖ Christmas (December 25)

Superior will grant paid holiday time off to all eligible employees who have completed 90 calendar days of service in an eligible employment classification. Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day. Eligible employee classification(s):

- ❖ Regular full-time employees

To be eligible for holiday pay, employees must work the last scheduled day immediately preceding and the first scheduled day immediately following the holiday.

A recognized holiday that falls on a Saturday will be observed on the proceeding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday. In all cases if the legal holiday falls on a weekend it will be observed on the Federal legal holiday set by U.S. government offices.

If a recognized holiday falls during an eligible employee's paid absence (e.g., vacation, sick leave), the employee will be ineligible for holiday pay.

If eligible nonexempt employees work on a recognized holiday, they will receive wages at their straight-time rate for the hours worked on the holiday and be given an additional day off.

Worker's Compensation Insurance

Superior provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Employees who sustain work-related injuries or illnesses should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

Neither Superior nor the insurance carrier will be liable for the payment of workers compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by Superior.

Sick Leave Benefits

Superior provides paid personal/sick leave benefits to all eligible employees for periods of temporary absence due to illnesses or injuries. Eligible employee classification(s):

❖ Regular full-time employees

Eligible employees will accrue personal/sick leave benefits at the rate of 3 days per year (.25 of a day for every full month of service). Sick leave benefits are calculated on the basis of a "benefit year," the 12-month period that begins when the employee starts to earn sick leave benefits.

Employees can request use of paid personal/sick leave after completing a waiting period of 90 calendar days from the date they become eligible to accrue personal/sick leave benefits. Paid personal/sick leave can be used in minimum increments of one day. Eligible employees may use personal/sick leave benefits for an absence due to their own illness or injury or that of a family member who resides in the employee's household.

Employees who are unable to report to work due to illness or injury should notify their direct supervisor before the scheduled start of their workday if possible. The direct supervisor must also be contacted on each additional day of absence.

Personal/Sick leave benefits will be calculated on the employee's base rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials.

Health Insurance

Superior's health insurance plan provides employees and their dependants access to medical insurance benefits. Employees in the following employment classifications are eligible to participate in the health insurance plan:

❖ Regular full-time employees

Eligible employees may participate in the health insurance plan subject to all terms and conditions of the agreement between Superior and insurance carrier. Superior agrees to pay for one-half of the cost of all employees after a ninety day waiting period. The cost of dependent coverage is the responsibility of each employee. Insurance will be deducted from employees paychecks.

Details of the health insurance plan are described in the Summary Plan Description (SPD). An SPD and information on cost of coverage will be provided in advance of enrollment to eligible employees. Contact the Office Manager for more information about health insurance benefits.

Superior Property Services, Inc.
Response to Regulatory Compliance

- i. Where do Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite? If the latter is Proposer's practice/process, when does Proposer consider the employees shift to have started? At a central site or upon arrival at the work location?

Employees report to one of our Warehouses (Pomona; Vernon or Santa Ana) where they have been assigned. The employee's shift starts when they arrive at the warehouse and clock in. Time cards and time clocks are at each warehouse. Our shifts start at 6:00am and end at 2:00pm.

- ii. How does Proposer know employees actually reported to work and at what time?

There is an On Site Supervisor at the warehouse. Plus our new cell phones with GPS system records the time and location when they clock in.

- iii. What records are created to document the beginning and ending times of employees actual work shifts? What records are maintained by Proposer of actual time worked? Are the records maintained daily or on another frequency? Who creates these records? Who checks the records and what are they checking for? What happens to these records? Are they used as a source document to create Proposers' payroll?

Employees have daily time cards to check in and check out. Time cards are electronically date and time stamped. The Supervisor will check the time cards at the end of the shift to make sure they are accurate, he will then deliver them to our office on a weekly basis. These time cards are inputted into our payroll system and twice a month we submit to our payroll service for processing of pay checks. All of our payroll is reviewed on a regularly basis by Diane DeCrona, tax attorney.

- iv. What is the source document used? Who prepares and who check the source document? Does the employee sign it? Who approves the source document and what do they compare it with prior to approving the source document?

The source document would be the individual employee time cards. After input we also create a payroll journal for our review. The employee initials each time card as to its correctness. Prior to turning the time cards the supervisor review them and initials them.

- v. How does Proposer firm know that employees take mandated breaks and meal breaks? Does proposer maintain any written supporting documentation to validate that the breaks actually occurred? If so, who prepares, reviews, and approves such documentation?
- The employee's shift of 8 hours includes a 15 minute break and a ½ hour lunch, both are paid breaks and part of the employees shift. Each employee notifies the supervisor when and where they are taking there breaks. This is done as a safety measure, as a result of the areas we patrol.***

Superior Property Services, Inc.
Response to Payroll Preparation

- i. How are Proposer's employees paid? If by check, do they receive a single check for straight time and overtime or are separate payments made? What information is provided on the check?
- Our Employees are paid twice per month on the 1st and 15th of each month. They are issued one check which would include all pay for straight time, overtime, vacation and sick pay. All information is provided on each check along with year to date totals.***
- ii. If Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check. If the employee has multiple wage rates, how does the person preparing the payroll calculate total wages paid?
- We use a Payroll service and in the few cases where multiple pay rates are used they are listed separately on the check.***
- iii. If Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll. If the employee has multiple wage rates, how does the automated payroll system calculate the total wages paid? Is it embedded in the software program or does someone have to override the system to perform the calculation?
- We use a payroll service and we provide them with the pay rates and hours at each pay rate when necessary. It is neither embedded in the software nor does it have to be overwritten. It is a simple function for the payroll service to track.***

- iv. How is travel time during an employees shift paid? At what rate is such travel time paid if the employee has multiple wage rates?

Travel time is paid at the regular rate. Any travel time would occur after they have clocked in and would be considered part of there shift. Our employees do not use there own vehicles and do not take our vehicles home. Any of our employees working on County jobs would be paid at the higher pay rate if there was a discrepancy.

- v. How does proposer calculate overtime wages? What if the employee has multiple wage rates?

Overtime is paid on any hours over the 8 hour shift provided they worked a 40 hour week. Overtime is paid at 1 ½ time the pay rate for the first four hours and 2 times over 12 hours. In the event there are multiple rates the overtime is calculated on a weighted average per Labor Regulations.

LIVING WAGE & PAYROLL INFORMATION:

Superior believes it is in everyone's best interest to provide a living wage to our employees. Therefore all employees involved with these L.A. County contracts will receive the benefits of the Living Wage Program.

Currently we offer Kaiser Permanente Health Insurance (policy #210174) Plan #4. In order to meet the new living wage requirements we are considering switching our Benefits plan to CIGNA HealthCare Med Plus Plan which would provide full medical for our employee and dependents at a cost of \$2.20 per hour And plus an hourly wage of \$9.75 per hour. In the alternative, we would increase the wage rate paid to our employees working on this contract to a minimum of \$11.88 per hour.

These benefits would than be added to our current employee manual, which includes the following vacation and sick leave benefits:

Superior complies with all State and Federal labor regulations and record keeping requirements. We currently use Quickbooks Payroll Service for all of our payroll reporting, payroll deposits and payroll checks. Every employee receives a written employee manual and acknowledges that they have read and understand our employee manual. Our manual outlines our payroll policies including the following:

- Superior pays on the 1st & 15th of each month
- Pay period is through the 25th and the 10th of each month
- All employees are provided with cell phones with GPS capability with Xora System which records the time they clock in for their shift and their location at time of shift start and shift end. It also records the location and start and end period of their lunch break.
- All employees must also use time cards provided and clock in and out as a back up system to the Xora system.
- Time cards are to be reviewed and initialed as to correctness prior to the preceding pay period, any discrepancy need to be brought to our attention immediately.
- The time cards are used as the backup document for data input and provided to Quickbooks Payroll Service to generate pay checks
- Each pay check and time card is reviewed and signed by our Vice President and delivered to the employee. Pay checks maybe automatically deposited directly into employees account, mailed, picked up or delivered, per the employee's request.
- Supervisors are to monitor employee's arrival and departures from the work place and accuracy of the time cards.
- All time cards and payroll records are kept for a minimum of 5 years.

- All overtime will be paid on the next pay period at the current pay rate or in the event of multiple pay rates they will receive the rate at which the job is classified at or a blended rate using the higher rate.
- Overtime must be approved by the supervisor, if unapproved overtime has occurred the employee will be paid all requested hours and a written notice of our policy will be given to the employee and his/her payroll file will be documented.
- If an employee has more than one rate of pay, the weighted average of the combined pay rates will be used to determine the overtime rate.
- Employees report to work at the warehouse location they have been assigned to and they return to the same warehouse upon completion of their shift times begin and end when employee has arrived at the warehouse and either begun their tasks or end their required tasks. All travel time after clocked in is included in their normal shift and paid at the rate of the current task. Employees working under a County Living wage Contract will complete a full shift under those terms regardless of his duties. We will not breakup shifts at different rates. If there is a discrepancy in rates the discrepancy will be resolved in the employees favor and at the higher rate of pay.
- Superior shifts are 8 hours with one 15 minute break and ½ hour for lunch. Superior pays regular time for both the break time and lunch time.
- Employee's notify their supervisor of the time and location of their morning break and lunch break.

This portion of the proposal highlights the key areas regarding our employee policies. However, additional policies may exist to insure that we are in compliance with all Local, State and Federal regulations.

Funding Sources

Superior has been in business for over 15 years and have established banking relationships with both Union Bank and Orange Community Bank. Orange Community Bank has reviewed our financials and have indicated a willingness to provide a substantial line of credit if needed for any expansion. Superior has no debt and has capital available for expansion. Our paint suppliers have given us a 3-year price commitment to insure our ability to meet our contractual obligations. No outside funding is anticipated.

Transporting Workers & Materials

Superior has established satellite warehouses located centrally to our graffiti abatement contracts. Employees would be required to report to directly to the assigned warehouse before beginning their shift to check out their vehicles, equipment, supplies, work orders and instructions to begin their shift. At the end of their shift, they would return to the warehouse so all equipment can be cleaned and serviced and available for the next day's schedule. Our own in-house maintenance staff services all trucks.

All employees are required to clock in (secured time clocks are on site) prior to beginning shift and at the end of each shift. Time cards are maintained in our corporate office. Supervisors are required to oversee each morning shift and insure that all inventory and equipment is ready for each crew.

List of Vehicles and Equipment

1997 GMC Sierra Pickup Truck
2000 Toyota Tundra Truck
1990 Toyota Truck
1996 Chevy S-10
1998 Dodge Dakota
1993 Ford 250
1996 Dodge Dakota
1994 Ford Ranger
1994 Chevy S-10
2000 Ford 250 Flatbed
1998 Dodge Dakota
2003 Chevy S-10 Stake bed
1998 Chevy S-10
1999 Dodge Dakota
1999 Ford Ranger
2003 Dodge Dakota
2003 Ford Van
2004 Chevy Silverado
2006 Ford F150
Trailer Mounted Landau Pressure Washer/Steam Cleaner
Trailer Mounted Landau Pressure Washer/Steam Cleaner
Truck Mounted Hydro Pressure Washer/Steam Cleaner
Trailer Mounted Hydro Blaster Pressure Washer/Steam Cleaner
Extension wands for water blasting of high areas
2 Sand blasting pots and wands
Airless Paint Sprayers:
 5000 Grayco Airless Paint Sprayer
 3900 Grayco Airless Paint Sprayer
 Speedflow 5500
 (12) Speedflow 8900Gh
 Speedflow 4900XLT
 Graco GH230
Coleman 8 HP Generator
Portable scaffolding
Extension Ladders and Step Ladders
Custom Ladder Racks with water tanks
Custom Hose Reels
Full supply of all pressure washing equipment, hoses and Turbo
nozzles
Full supply of sand blasting equipment
Full supply of all painting equipment & hoses
550 feet of Rubber Steel jacketed fire hose
Steel Eagle Surface cleaning spinners
Floor scrubbers for concrete and flooring

REQUIRED LICENSE AND PROOF OF INSURANCE

Licenses

Superior maintains a class C-33 Contractors License.

Insurance

Superior maintains full insurance coverage including Workers Compensation, General Liability, and Auto. **(See attached certificate of Insurance.)**

Health Insurance is offered to all new employees and is available after 180 Days of continuous employment.

Price Sheets/ Bids

See Attached

Additional Data (last section)

No subcontractors or sub consultants will be used to comply with these contracts.

Superior Property Services, Inc.

PROPOSER'S REFERENCE LIST

A. County of Los Angeles Graffiti Abatement Contracts

1997	Zone 1A
1998-1999	Zone 1A, 1B and Flood Control Channels
1999-2002	Zone 1D, 1E, 1D, 2A, 2B, 4A, and 5A
2003-2005	Zone 1A, 1B, 1D, 1G, 2A, 2D, 2E, Flood Channel, and 2 nd Story (district 1 & 2)
Current Fiscal Year	Zone 1A, 1B, 1D, Flood Control Channel, 2 nd story (District 1 & 2), 5D, 5E, 5F, and 5G

B. Other governmental agencies and private companies

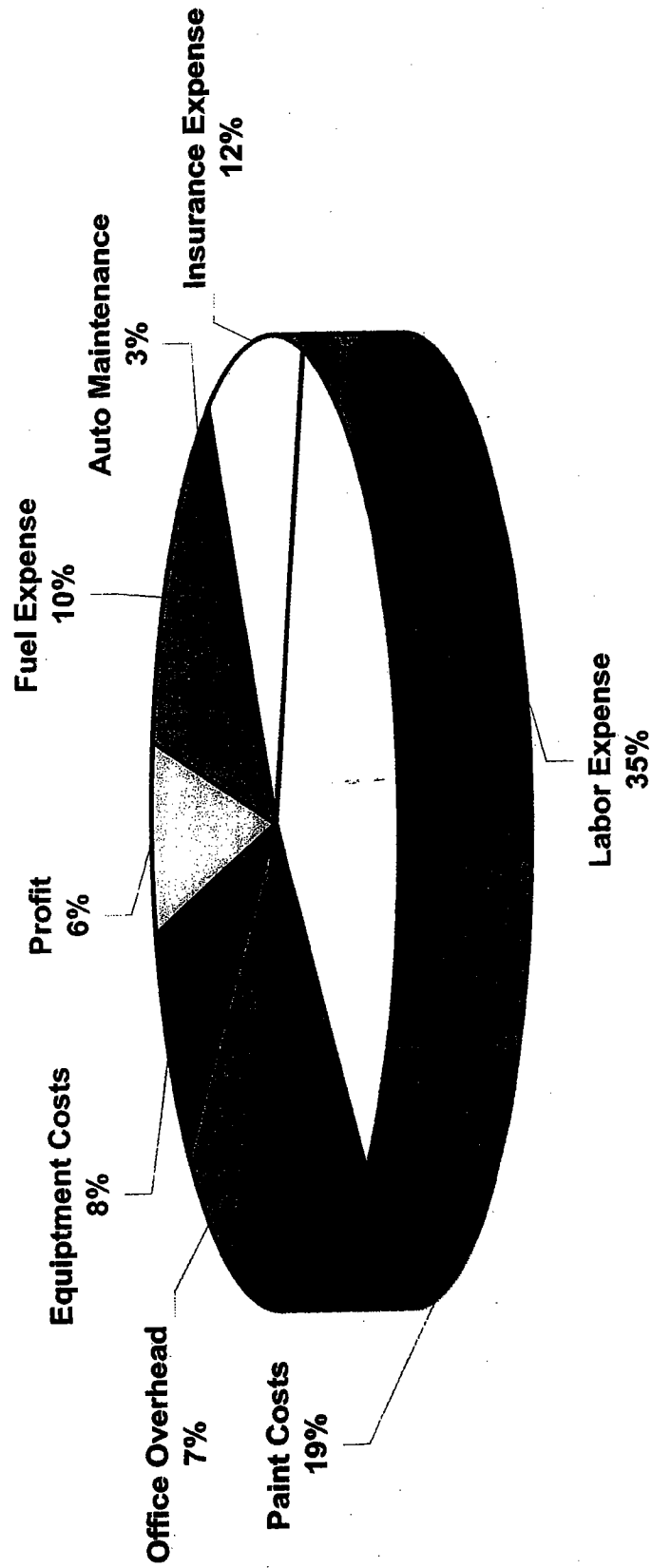
2001 – Current Fiscal Year	County of Orange (Graffiti Abatement Contract) Includes County buildings County Court house interior/exterior
Current Fiscal Year	City of West Covina (Graffiti Abatement Contract)
Current Fiscal Year	City of Colton (Graffiti Abatement Contract)
Current Fiscal Year	City of Riverside (Graffiti Abatement Contract)
Current Fiscal Year	City of Claremont (Graffiti Abatement Contract)
2004 – Current Fiscal Year	Santa Ana Police Department (Pressure Washing and Graffiti Abatement)
2004 – 2006	San Bernardino (Graffiti Abatement Contract) Supervisory Districts 2 & 4

THE FACTS


- **16,760,683** Sq. ft.
 - Total Graffiti removed
- **116,141**
 - Total # of Tags removed
- **151**
 - work orders completed per day
- **23,228** (21.25%)
 - Number of LA County Work Orders
- **68,112** hours
 - Labor used
- **33,521** gal.
 - Paint applied
- **14¢** per sq. ft.
 - Cost to remove graffiti
- **\$11.42** per tag
 - Cost per tag

Based on work performed on Los Angeles County contracts by
Superior Property Services over the last three years.

GRAFFITI ABATEMENT COSTS



VERIFICATION OF PROPOSAL

DATE: Mar. 21, 2007		THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:	
1. THIS DECLARATION IS GIVEN IN SUPPORT OF A PROPOSAL FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES.			
2. NAME OF SERVICE: Second-Story Graffiti Removal Services (2007-PA012)			
DECLARANT INFORMATION			
3. NAME OF DECLARANT: Larry DeCrona			
4. I AM DULY VESTED WITH THE AUTHORITY TO MAKE AND SIGN INSTRUMENTS FOR AND ON BEHALF OF THE PROPOSER(S).			
5. MY TITLE, CAPACITY, OR RELATIONSHIP TO THE PROPOSER(S) IS:			
PROPOSER INFORMATION			
6. Proposer's full legal name: Superior Property Services, Inc.		Telephone No.: (714) 285-1200	
Address: 1415 E. McFadden Ave., Ste. D Santa Ana, 92705		Fax No.: (714) 285-1202	
e-mail: Larry@superior.com	County WebVen No.: 51739001	IRS No.: 33-0723535	Business License No.: 835687
7. Proposer's fictitious business name(s) or dba(s) (if any):			
County(s) of Registration:		State:	Year(s) became DBA:
8. The Proposer's form of business entity is (CHECK ONLY ONE):			
<input type="checkbox"/> Sole proprietor	Name of Proprietor:		
<input checked="" type="checkbox"/> A corporation:	Corporation's principal place of business: 1415 E. McFadden Ave., Suite D Santa Ana		
	State of incorporation: California		Year incorporated: 1995
<input type="checkbox"/> Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts	President/CEO:		
	Secretary:		
<input type="checkbox"/> A general partnership:	Names of partners:		
<input type="checkbox"/> A limited partnership:	Name of general partner:		
<input type="checkbox"/> A joint venture of:	Names of joint venturers:		
<input type="checkbox"/> A limited liability company:	Name of managing member:		
9. The only persons or firms interested in this proposal as principals are the following:			
Name(s) Larry DeCrona	Title President	Phone (714) 285-1200	Fax (714) 285-1202
Street 1415 E. McFadden Ave	City Santa Ana	State CA	Zip 92705
Name(s) Ron Bruneck	Title Vice President	Phone (714) 285-1200	Fax (714) 285-1202
Street 1415 E. McFadden Ave	City Santa Ana	State CA	Zip 92705
10. Is your firm wholly or majority owned by, or a subsidiary of another firm? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
If yes, name of parent firm: _____			
State of incorporation/registration of parent firm: _____			
11. Has your firm done business under any other name(s) within the last five years? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, please list the other name(s):			
Name(s): _____		Year of name change: _____	
Name(s): _____		Year of name change: _____	
12. Is your firm involved in any pending acquisition or merger? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
If yes, indicate the associated company's name: _____			
13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.			
14. CHECK ONE: <input type="checkbox"/> (a) I am making these representations on my personal knowledge; OR <input checked="" type="checkbox"/> (b) I am making these representations based on information and belief that they are true.			
I declare under penalty of perjury under the laws of California that the foregoing is true and correct.			
Signature of Proposer or Authorized Agent: 			Date: 3/20/07
Type name and title: Larry DeCrona, President			


SCHEDULE OF PRICES

FOR

SECOND-STORY GRAFFITI REMOVAL SERVICES
(2007-PA012) – SD 1 AND 4

The undersigned Proposer offers to perform the work described in the Request for Proposals for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

DESCRIPTION	PRICE PER MONTH	ANNUAL PRICE (PRICE PER MONTH X 12)
Supervisory Districts 1 and 4	\$ 3,010.00	\$ 36,120.00

LEGAL NAME OF PROPOSER Superior Property Services, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON President		
DATE March 21, 2007	STATE CONTRACTOR'S LICENSE NUMBER 835687	LICENSE TYPE C33
PROPOSER'S ADDRESS: 1415 E. McFadden Ave., Suite D Santa Ana, CA 92705		
PHONE (714) 285-1200	FACSIMILE (714) 285-1202	E-MAIL Larry@4superior.com


SCHEDULE OF PRICES

FOR

SECOND-STORY GRAFFITI REMOVAL SERVICES
(2007-PA012) – SD 2 AND 5

The undersigned Proposer offers to perform the work described in the Request for Proposals for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

DESCRIPTION	PRICE PER MONTH	ANNUAL PRICE (PRICE PER MONTH X 12)
Supervisory Districts 2 and 5	\$ 2,800.00	\$ 33,600.00

LEGAL NAME OF PROPOSER Superior Property Services, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON President		
DATE March 21, 2007	STATE CONTRACTOR'S LICENSE NUMBER 835687	LICENSE TYPE C33
PROPOSER'S ADDRESS: 1415 E. McFadden Ave., Suite D Santa Ana, CA 92705		
PHONE (714) 285-1200	FACSIMILE (714) 285-1202	E-MAIL Larry@4superior.com

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: Superior Property Services, Inc.			
Company Address: 1415 E. McFadden Ave., Suite D			
City: Santa Ana	State: CA	Zip Code: 92705	
Telephone Number: (714) 285-1200			
(Type of Goods or Services): Graffiti Abatement Services			

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

Part I: Jury Service Program Is Not Applicable to My Business

☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.


"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

Part II: Certification of Compliance

☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Larry DeCrona	Title: President
Signature: 	Date: 3/20/07

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: Second-Story Graffiti Removal Services (2007-PA012)
 SERVICE BY PROPOSER Graffiti Abatement Services

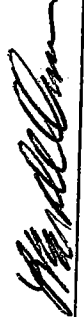
PROPOSAL DATE: March 21, 2007
Superior Property Services, Inc.

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5. CALENDAR YEARS PRIOR TO CURRENT YEAR

	2002	2003	2004	2005	2006	Total	Current Year to Date
1. Number of contracts	50	65	70	40	40	265	45
2. Total dollar amount of Contracts (in thousands of dollars)	111	700	900	525	975	3,211	243
3. Number of fatalities	0	0	0	0	0	0	0
4. Number of lost workday cases	5	0	0	0	0	5	0
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	0	0	0	0	0	0	0
6. Number of lost workdays	5	0	2	0	0	7	0

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Name of Proposer or Authorized Agent (print) Larry DeCrona, Superior Property Services, Inc. Signature 

Date 3/28/07

CONFLICT OF INTEREST CERTIFICATION

I, Larry DeCrona☐ sole owner☐ general partner☐ managing member☒ President, Secretary, or other proper title) PRESIDENTof Superior Property Services, Inc.
Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed

Larry DeCrona

Date

3/20/07

PROPOSER'S REFERENCE LIST

PROPOSED CONTRACT FOR: Second-Story Graffiti Removal Services (2007-PA012)

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and email addresses before listing. Incorrect names, telephone and/or fax numbers, or email addresses will be disregarded. Use additional pages if required.

A. COUNTY OF LOS ANGELES AGENCIES

All contracts with the County during the previous three years must be listed.

SERVICE: Graffiti Abatement	DATES: 2003 & Current
DEPT/DISTRICT: Public Works	
CONTACT: Arienne Telias	
TELEPHONE: (626) 458-4062	
FAX: (626) 979-5445	
EMAIL: atelias@dpw.lacounty.gov	

SERVICE:	DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
EMAIL:	

SERVICE:	DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
EMAIL:	

SERVICE:	DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
EMAIL:	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Graffiti Abatement	DATES: Current
AGENCY/FIRM: City of Claremont	
ADDRESS: 207 Harvard Ave. Claremont	
CONTACT: Ms. Anna Sanchez	
TELEPHONE: (909) 399-5306	
FAX: (909) 626-9985	
EMAIL: Asanchez@ci.claremont.ca.us	

SERVICE: Graffiti Abatement	DATES: Current
AGENCY/FIRM: City Of Riverside	
ADDRESS: 8095 Lincoln Ave. Riverside	
CONTACT: Mr. Bren Saki	
TELEPHONE: (951) 351-6103	
FAX:	
EMAIL:	

SERVICE: Graffiti Abatement	DATES: Current
AGENCY/FIRM: County of San Bernardino	
ADDRESS: 385 N. Arrowhead Ave. 3rd Floor	
CONTACT: Ms. Ruth Rice	
TELEPHONE: (909) 387-4141	
FAX: (909) 458-1500	
EMAIL:	


SERVICE: Janitorial/ Graffiti Abatement	DATES: Current
AGENCY/FIRM: Orange County Head Start	
ADDRESS: 2900 S. Harbor Blvd., Suite 101 Santa Ana, CA 92704	
CONTACT: Ms. Ruth O'Hagan	
TELEPHONE: (714) 241-8920	
FAX: (714) 241-0384	
EMAIL:	

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	Superior Property Services, Inc.
Address	1415 E. McFadden Ave., Suite D Santa Ana, CA 92705
Internal Revenue Service Employer Identification Number	33-072-3535

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	The proposer periodically conducts a self- analysis or utilization analysis of its work force.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Proposer	Superior Property Services, Inc.	
Authorized representative	Larry DeCrona, President	
Signature		Date 3/28/07

**Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
Firm/Organization Information Form**

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: Superior Property Services, Inc.

My County (WebVen) Vendor Number: 51739001

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

<input type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input type="checkbox"/> I AM	
<input checked="" type="checkbox"/>	As an eligible ^{state} Local SBE, I request this proposal/bid be considered for the Local SBE Preference. (see attached)

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners):						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino		1	2	1	20	10
Asian or Pacific Islander						
American Indian						
Filipino						
White	2					

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	98 %
Women	%	2 %	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title: President	Date: 3/20/01
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State of California • Department of General Services • Arnold Schwarzenegger, Governor

PROCUREMENT DIVISION

Office of Small Business and DVBE Certification

707 Third Street, 1st Floor, Room 400 • PO Box 989052

West Sacramento, California 95798-9052 • (800) 559-5529

SB APP 20050504

May 4, 2005

REF# 0026908

SUPERIOR PROPERTY SERVICES INC

1415 E MCFADDEN AVE STE D

SANTA ANA CA 92705

Dear Business Person:

Congratulations on your certified small business status with the State of California. Your certification entitles you to benefits under the state's Small Business Participation Program within state contracting, including a five percent bidding preference and special provisions under the Prompt Payment Act.

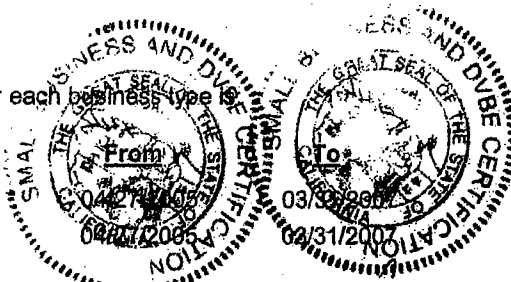
Certification period

Your certification period for each business type is

Industry

SERVICE

CONSTRUCTION



Annual Submission Requirement

To maintain your certified status, you must annually submit to the Office of Small Business and DVBE Certification (OSDC), proof of annual receipts and proof of employees for your firm and each of your affiliates (if any).

Proof of Annual Receipts

Submit to OSDC, a copy of your firm's and any affiliate firm's ENTIRE federal tax return each year following your certification. Include ALL accompanying schedules, forms, statements, and any other support documents filed with that specific tax return.

If you request a tax filing extension with the Internal Revenue Service, submit to our office a copy of the extension form. When your tax returns are filed, submit a copy of the entire federal tax return to our office.

Proof of Employees

If you have employees whose taxable wages are reported to the California Employment Development Department (EDD) on a quarterly basis, you must annually submit to our office along with your proof of annual receipts, proof of employees for your firm and any affiliates.

We will accept a copy of the EDD's "Quarterly Wage and Withholding Report" (Form DE6) or other format accepted by the EDD. Your employee documents must cover the same four quarters as the tax return you submit for your proof of annual receipts.

If you have out-of-state employees, submit the employee documentation comparable to EDD's "Quarterly Wage and Withholding Report" for the same four-quarter period.

Maintain Your Online Certified Firm Profile

GAIN/GROW EMPLOYMENT COMMITMENT


The undersigned:

- ☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and/or General Relief Opportunity for Work (GROW) employment programs.

OR

- ☒ declares a willingness to consider GAIN/GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN/GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature 	Title President
Firm Name Superior Property Services, Inc.	Date March 21, 2007

CHARITABLE CONTRIBUTIONS CERTIFICATION

Superior Property Services, Inc.

Company Name

1415 E. McFadden Ave., Suite D Santa Ana, CA 92705

Address

33-072-3535

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION

YES

NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

(✓)

()

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

()

()

Signature



Date

3/20/07

Larry DeCrona, President

Name and Title (please type or print)

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

Contractor Living Wage Declaration

The contract to be awarded pursuant to this Request for Proposals (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to Public Works before the deadline to submit proposals.

If you are not exempt from the Program, please check the option that best describes your intention to comply with the Program.

- ☐ I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- ☒ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- ☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$9.64 per hour** per employee.

Health Plan(s): Kaiser Permanente

Company Insurance Group Number: 210174

Health Benefit(s) Payment Schedule:

☒ Monthly

☐ Quarterly

☐ Bi-Annual

☐ Annually

☐ Other: _____ (Specify)

PLEASE PRINT COMPANY NAME: Superior Property Services, Inc.

I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:

SIGNATURE: 

DATE: 3/20/07

PLEASE PRINT NAME:
Larry DeCrona

TITLE OR POSITION:
President

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE

The undersigned individual is the owner or authorized agent of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm. **CHECK EACH APPLICABLE BOX.**

LIVING WAGE ORDINANCE:

- ☒ I have read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understand that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

- ☒ I have read the provisions of the RFP describing the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understand that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS :

A "Labor Law/Payroll Violation" includes violations of any Federal, State, or local statute, regulation, or ordinance pertaining to wages, hours, or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

- ☒ The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal; **OR**
- ☐ The Firm **HAS** been named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

History of Determinations of Labor Law/Payroll Violations (Check One):

- ☒ There **HAS BEEN NO** determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**
- ☐ There **HAS BEEN** a determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/ Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

- ☒ The Firm **HAS NOT** been debarred by any public entity during the past ten years; **OR**
- ☐ The Firm **HAS** been debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.


Owner's/Agent's Authorized Signature

Superior Property Services, Inc.
Print Name of Firm

Larry DeCrona, President

Print Name and Title

3/28/07
Date

N/A

COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- ☐ An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- ☐ A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- ☐ A debarment by a public entity listed below within the past ten years.

Print Name of Firm:	Print Name of Owner:
Print Address of Firm:	Owner's/AGENT's Authorized Signature:
City, State, Zip Code	Print Name and Title:

Public Entity Name	
Public Entity Address:	Street Address: City, State, Zip:
Case Number/Date Claim Opened:	Case Number: Date Claim Opened:
Name and Address of Claimant:	Name: Street Address: City, State, Zip:
Description of Work: (e.g., Janitorial)	
Description of Allegation and/or Violation:	
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	

☐ Additional Pages are attached for a total of _____ pages.

REQUESTED INFORMATION ON THE PROPOSER'S MEDICAL PLAN COVERAGE

Proposer: Superior Property Services, Inc.

Name of Proposer's Health Plan: Kaiser Permanente

Date: March 21, 2007

(Please use a separate form for each health plan offered by the proposer to employees who will be working under this contract.)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium			
Employee only	<input checked="" type="radio"/> Y N	\$	
Employee + 1 dependent	<input checked="" type="radio"/> Y N	\$	
Employee + 2 dependents	<input checked="" type="radio"/> Y N	\$	
Employee + 3 dependents	<input checked="" type="radio"/> Y N	\$	
Proposer's portion of above health premium payment			
Employee only	<input checked="" type="radio"/> Y N	\$	
Employee + 1 dependent	<input checked="" type="radio"/> Y N	\$	
Employee + 2 dependents	<input checked="" type="radio"/> Y N	\$	
Employee + 3 dependents	<input checked="" type="radio"/> Y N	\$	
Any Annual Deductible?			
Per Person	<input checked="" type="radio"/> Y N	\$	
Per Family	<input checked="" type="radio"/> Y N	\$	
Any Annual Maximum Employee Out-of-Pocket Expense?			
Per Person	<input checked="" type="radio"/> Y N	\$	
Per Family	<input checked="" type="radio"/> Y N	\$	
Any Lifetime Maximum?			
Per Person	<input checked="" type="radio"/> Y N	\$	
Per Family	<input checked="" type="radio"/> Y N	\$	
Ambulance coverage	<input checked="" type="radio"/> Y N	\$	
Doctor's Office Visits	<input checked="" type="radio"/> Y N	\$	
Emergency Care	<input checked="" type="radio"/> Y N	\$	
Home Health Care	<input checked="" type="radio"/> Y N	\$	
Hospice Care	<input checked="" type="radio"/> Y N	\$	
Hospital Care	<input checked="" type="radio"/> Y N	\$	
Immunizations	<input checked="" type="radio"/> Y N	\$	
Maternity	<input checked="" type="radio"/> Y N	\$	
Mental Health	<input checked="" type="radio"/> Y N	\$	
Mental Health In-Patient Coverage	<input checked="" type="radio"/> Y N	\$	

LW-7 – PROPOSER'S MEDICAL PLAN COVERAGE (continued)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Mental Health Out-Patient Coverage	(Y) N	\$	
Physical Therapy	(Y) N	\$	
Prescription Drugs	(Y) N	\$	
Routine Eye Examinations	(Y) N	\$	
Skilled Nursing Facility	(Y) N	\$	
Surgery	(Y) N	\$	
X-Ray and Laboratory	(Y) N	\$	

Under this health plan, a full time employee:

- ☒ Becomes eligible for health insurance coverage after 90 days of employment.
- ☒ Is defined as an employee who is employed more than 40 hours per week.

OTHER BENEFITS:

- A. NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 3 DAYS.
- B. NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 3 DAYS.
- C. NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 5 DAYS.
- D. NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 5 DAYS.
- E. NUMBER OF PAID HOLIDAYS PER YEAR IS 6 DAYS.

PROPOSER: SUPERIOR PROPERTY SERVICES, INC.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							ANNUAL HOURS	HOURLY WAGE RATE	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT			
Graffiti Abatement Crew		4		4		4		624	11.84	\$ 7,388.00
Graffiti Abatement Crew		4		4		4		624	11.84	\$ 7,388.00
Supervisor				2		2		208	13	\$ 2,704.00
Comments/Notes:										
Second Story Work requires two people for loading and holding ladders, starting spayers and handling equipment.										
									Total Annual Salaries	\$ 17,480.00
(1) Vacations, Sick Leave, Holiday										\$ 1,224.00
(2) Health Insurance **										
(3) Payroll Taxes & Workers' Compensation										\$ 3,496.00
(4) Welfare and Pension										\$
Total Annual Employee Benefits (1+2+3+4)										\$ 4,720.00
(5) Equipment Costs										\$ 2,005.00
(6) Service and Supply Costs										\$ 6,859.00
(7) General and Administrative Costs										\$ 1,806.00
(8) Profit										\$ 3,251.00
Total Annual Other Costs (5+6+7+8)										\$ 13,920.00
										\$ 36,120.00

* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

Minimum cost for health insurance is \$2.20/hour if hourly wage rate is between \$9.64 and \$11.84, unless exemption from Living Wage requirements has been granted by the County.

This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly rate to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's cost for equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, should be an annual price as quoted in Form PW-2, Schedule of Prices.

PROPOSER: SUPERIOR PROPERTY SERVICES, INC.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							ANNUAL HOURS	HOURLY WAGE RATE	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT			
Graffiti Abatement Crew		4		4		4		624	11.84	\$7,388
Graffiti Abatement Crew		4		4		4		624	11.84	\$7,388
Supervisor					2			104	13.00	\$1,352
										\$
										\$
										\$
										\$
										\$
										\$
										\$
										\$
										\$
Comments/Notes:									Total Annual Salaries	\$16,128
Second Story Work requires two people for loading and holding ladders,									(1) Vacations, Sick Leave, Holiday	\$1,129
starting sprayers, safety reasons and handling equipment.									(2) Health Insurance **	\$0
									(3) Payroll Taxes & Workers' Compensation	\$3,226
									(4) Welfare and Pension	\$0
									Total Annual Employee Benefits (1+2+3+4)	\$4,355
									(5) Equipment Costs	\$1,888
									(6) Service and Supply Costs	\$6,465
									(7) General and Administrative Costs	\$1,701
									(8) Profit	\$3,062
									Total Annual Other Costs (5+6+7+8)	\$13,117
									BID PROPOSAL AMOUNT	\$33,600

* All employees shown must be Full-Time employees of the proposer. Unless exemption to use Part-Time employees has been granted by the County.

- Minimum cost for health insurance is \$2.20/hour if hourly wage rate is between \$9.64 and \$11.84, unless exemption from Living Wage requirements

has been granted by the County.

This cost methodology is to show in detail how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications

This cost methodology is to show, in detail, how and where the proposed contract price is to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, should total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices.

SUPERIOR PROPERTY SERVICES, INC.

FINANCIAL STATEMENTS

December 31, 2004, 2003 and 2002

WITH

ACCOUNTANTS COMPILATION REPORT

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

12/14/06

PRODUCER Yorba Linda Insurance Services, Inc.
P.O. Box 861
Yorba Linda, CA 92885-0661
(714)777-8388

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Mount Vernon Fire Insurance Co.

INSURER B: Golden Eagle Ins

INSURER C: Granite State Insurance Company

INSURER D:

INSURER E:

INSURER F:

INSURED Superior Property Services, Inc.
1415 E. Mcfadden Avenue #D
Santa Ana, CA 92705

COVERAGES

THE POLICIES OF INSURANCE LISTED HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> DEDUCTIBLE \$1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CL 230 106	10/01/06	10/01/07	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS <input checked="" type="checkbox"/> DED \$1,000				COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) AUTO ONLY - EA ACCIDENT OTHER THAN EA AGG AUTO ONLY: AGG
B	<input checked="" type="checkbox"/>	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	BA8054 383	07/23/06	07/23/07	EACH OCCURRENCE AGGREGATE
C	<input type="checkbox"/>	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION	WC196C 395	04/06/06	04/06/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

10 day notice of cancellation for non-payment of premium.

Certificate holder is hereby recognized as additional insured per attached endorsement.

CERTIFICATE HOLDER

County of Los Angeles
Department of Public Works
Administrative Service Division
P.O. Box 1480
Alhambra, CA 91802-1480

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Guy Borak



State Of California
CONTI ACTORS STATE LICENSE BOARD
ACTIVE LICENSE



License Number: **835687** Entity: **CORP**
Business Name: **SUPERIOR PROPERTY SERVICES
INC**

Classification(s) **B C33**

Expiration Date **04/30/2006**





CITY OF CLAREMONT

Community Services Department

1616 Monte Vista Avenue
Claremont, CA 91711-2913
FAX (909) 445-7822
www.ci.claremont.ca.us

Director • (909) 399-5432
Trees • (909) 399-5431
Maintenance • (909) 399-5431
Solid Waste • (909) 399-5431
Oak Park Cemetery • (909) 399-5487

February 20, 2007

Superior Property Services Inc.
Attn: Nancy Hernandez
1415 East McFadden Avenue, Suite D
Santa Ana, CA 92705

Dear Ms. Hernandez,

I just wanted to send you a quick note to let you know how much we appreciated your effort last Friday to get someone into the city to respond to the graffiti located at 144 North Indian Hill Boulevard.

The business owner called is immediately to commend the service that your company provides. If there are any additional expenses associated with this call out, please indicate them on your next invoice.

Once again, thank you for the excellent service.

Sincerely,

Stacey Niemeyer
Management Analyst

LAND USE SERVICES DEPARTMENT

**COUNTY OF SAN BERNARDINO
PUBLIC AND SUPPORT
SERVICES GROUP**

**CODE ENFORCEMENT DIVISION
2316 S. MOUNTAIN AVENUE, STE E, ONTARIO, CA 91761
(909) 458-1540 • Fax (909) 458-1500**

**MICHAEL E. HAYS
Director**

March 9, 2006

To Whom It May Concern,

RE: Superior Property Services Inc.

I confirm that I have dealt with Superior Property Services Inc. since 2004, during which time they have provided San Bernardino County Code Enforcement graffiti removal services for the 2nd and 4th Supervisorial Districts. They have always responded to our requests for service in a timely manner and have provided excellent quality work. Their employees have been easy to work with and are always easily accessible to our staff. Their work has been a major factor in helping us provide the residents of San Bernardino County a better quality of life.

I can confidently recommend Superior Property Services Inc. as a solid and reliable graffiti abatement contractor.

Sincerely,

**IGNACIO NUNEZ
CODE ENFORCEMENT OFFICER II
SAN BERNARDINO COUNTY CODE ENFORCEMENT**

**MARK UFFER
County Administrative Officer**

**NORMAN A. KANOLD
Assistant County
Administrator
Public and Support
Services Group**

Board of Supervisors

BILL POSTMUJ , Vice Chair	..... First District	DENNIS HANSBERGER	..... Third District
PAUL BIANE	..... Second District	GARY C. OVITTS	..... Fourth District
JOSIE GONZALES	..... Fifth District		

LAND USE SERVICES DEPARTMENT

385 North Arrowhead Avenue • San Bernardino, CA 92415-018
(909) 387-4141 • Fax (909) 387-4288
<http://www.sbcounty.gov/landuseservices>



COUNTY OF SAN BERNARDINO
PUBLIC AND SUPPORT SERVICES GROUP

MICHAEL E. HAYS
Director

March 7, 2006

To Whom It May Concern:

Since October 2004, the County of San Bernardino Land Use Services Department - Code Enforcement Division has contracted with Superior Property Services to provide graffiti removal in the unincorporated CDBG qualified areas of the Second Supervisorial District.

Superior Property Services has provided the personnel, supplies, and equipment necessary to respond to the County's complaints in this area. They have worked hard to provide the requested services and meet the required response time frames.

Based on this experience I would recommend Superior Property Services for graffiti removal services. If you have further questions or wish to discuss Superior's performance, feel free to call me (909-387-4148).

Sincerely,

Ruth M. Rice, Administrative Supervisor II
County of San Bernardino
Land Use Services Department



LERROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
 1700 Ramona Boulevard
 Monterey Park, California 91754 - 2169



(626) 285-7171

August 16, 1999

Mr. Larry DeCrona
 Superior Property Services
 Superior Pressure Washing, Inc.
 1415 East McFadden Avenue, Suite D
 Santa Ana, California 92705

Dear Mr. DeCrona:

On August 3, 1999, personnel from the Temple Sheriff's Station and members of the South San Gabriel Community Advisory Committee conducted a community barbeque for the residents of South San Gabriel, in recognition of the 16th Annual National Night Out. As part of this event, you donated a large supply of "glow sticks" through Supervisor Molina's Field Office in El Monte, to be given to all the children who attended the barbeque. The glow sticks were a big hit with all the children and added a nice touch to the event.

On behalf of the Los Angeles County Sheriff's Department and the members of the South San Gabriel Community Advisory Committee, I would like to thank you for your generous contribution to this event. Your donation helped make the evening a success and created a joyful environment for all the children and their families. It is acts like these that are helping to strengthen the bond between the community and law enforcement.

Additionally, I would also like to thank you for taking the time out of your busy schedule to attend the last South San Gabriel Community Advisory Committee meeting which was held at Temple Station on July 15, 1999. I appreciate your professionalism and your willingness to listen to and work with the residents of this community regarding their concerns about graffiti and its removal.

A Tradition of Service

Mr. Larry DeCrona

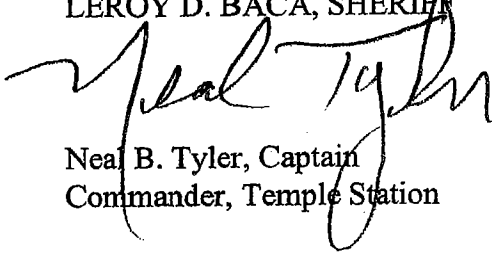
-2-

August 16, 1999

If at anytime you should need our assistance regarding graffiti in the South San Gabriel community, please feel free to contact Deputy Dana Chemnitzer of my staff at (626) 292-3330.

Sincerely,

LERROY D. BACA, SHERIFF

A handwritten signature in black ink, appearing to read "Neal B. Tyler". The signature is fluid and cursive, with the first name "Neal" being more prominent and the last name "Tyler" following in a similar style. The signature is written over the printed name and title of the signatory.

Neal B. Tyler, Captain
Commander, Temple Station



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

90 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE: AS-0

November 19, 2002

To Whom It May Concern:

SUPERIOR PRESSURE WASHING, INC.

Superior Pressure Washing, Inc. (Superior) served as our graffiti removal contractor from July 1, 1997 to June 30, 2002. Over the past five years, Superior has administered 14 contracts within the County. Superior has proved to be very effective and timely in removing graffiti throughout the unincorporated areas that they served. The graffiti was professionally removed within the 48 hours and if obscene, sometimes being removed in the same day. The Los Angeles County Board of Supervisors and the community, in which this contractor serviced, were highly satisfied with the services provided. Due to our bidding process, Superior was outbid for the fiscal year 2002-2003.

If you have any questions, please feel free to call me at (626) 458-4091.

Sincerely,

A handwritten signature in cursive script, appearing to read "Valerie Hill", is written over a horizontal line.

Valerie J. Hill
Graffiti Abatement Program Manager

VH:tr/P:Larry



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4000 Ramona Boulevard
Monterey Park, California 91754-2169



(323) 264-4151

March 29, 1999

Superior Property Service
Mr. Larry DeCrona
1415 East McFadden Avenue, Suite D
Santa Ana, California 92705

Dear Mr. DeCrona:

I would like to take this opportunity to extend our appreciation and thanks for your efforts and support. The East Los Angeles Sheriff's Station "VIDA" program has had a close working relationship with you in a joint effort to keep the city free of the unsightly graffiti. Not only do you keep the new graffiti off the buildings and walls, but you do this at a great risk to your employees. I recall our units going into the field in order to provide security for your crews, because of gang threats and attempts to stop you in your effort to remove the unsightly graffiti.

You have worked closely with the "VIDA" program in providing tools and materials so that the young boys and girls can also remove the graffiti they help to put on the walls of our city. You take the time to help teach them how to properly paint walls and how to paint vines, which is an excellent deterrent for future graffiti.

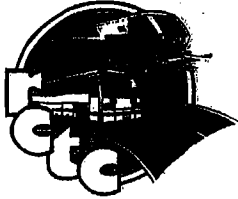
We sincerely hope that our working relationship and joint effort to keep East Los Angeles graffiti free will continue for years to come.

Sincerely,

LEROY D. BACA, SHERIFF

Thomas P. Angel, Captain
East Los Angeles Station

A Tradition of Service



RIVERSIDE COUNTY TRANSPORTATION COMMISSION

March 24, 1999

To Whom It May Concern:

Since the last quarter of fiscal year 1998 The Riverside County Transportation Commission (RCTC) has contracted with Superior Property Services (Superior) to provide graffiti removal for the four (4) Metrolink Stations in Riverside County and for several miles of sound wall projects on the 91 freeway.

Superior provides the personnel, supplies and equipment necessary to expeditiously respond to RCTC's request for graffiti removal. Superior has demonstrated a quality of performance as well as an ability to respond promptly to the needs of this agency.

Based on experience I would gladly recommend Superior Property Services for an agency comparable to RCTC. If you have further questions or wish to discuss Superior's performance further feel free to call me.

Sincerely,

Claudia Chase, Property Agent
Riverside County Transportation Commission

/cc



COUNTY OF ORANGE

RESOURCES & DEVELOPMENT MANAGEMENT DEPARTMENT

Bryan Speegle, Director
300 N. Flower Street
Santa Ana, CA

P.O. Box 4048
Santa Ana, CA 92702-4048

Telephone: (714) 834-2300
Fax: (714) 834-5188

March 3, 2006

Superior Property Service
Larry DeCrona
1415 E. McFadden Suite D
Santa Ana, Ca. 92705

To Whom It May Concern:

This is a letter of reference for Superior Property Service.

This company has been doing graffiti removal, painting and steam cleaning for various County of Orange facilities for the past five and half years.
The company has performed in a satisfactory manner.

If you have any questions regarding Superior Property Service, please do not hesitate to give me a call at 714-567-7750.

Sincerely,

Norman Hamaker
Contract Services Supervisor

LAND USE SERVICES DEPARTMENT



COUNTY OF SAN BERNARDINO
PUBLIC AND SUPPORT
SERVICES GROUP

CODE ENFORCEMENT DIVISION

385 North Arrowhead Avenue • San Bernardino, CA 92415-0185
(909) 387-4044 • Fax (909) 387-4243

MICHAEL E. HAYS
Director

October 27, 2005

To Whom It May Concern:

RE: SUPERIOR PROPERTY SERVICES, INC

Please be informed that Code Enforcement Division has been contracting with this company for graffiti removal services. The company has provided excellent service to this Division and the community they work at. They have made our job easier with their "can-do attitude" and willingness to help.

I highly recommend Superior Property Services for any and all graffiti removal services. If I can be of any assistance, please call.

ARNIE GUILLERMO, Supervisor
Code Enforcement Division

Post-It® Fax Note		671	Date	10-27	# of pages	1
To	Ron		From	Arnie		
Co./Dept.	Superior		Co.	SB Code Enf		
Phone #			Phone #	909/458-1540		
Fax	(914) 285-1202		Fax #			

MARK UFFER
County Administrative Officer

NORMAN A. KANOLD
Assistant County
Administrator
Public and Support
Services Group

Board of Supervisors

BILL POSTMUS, Chair	First District	DENNIS HANSBERGER	Third District
PAUL BIANE, Vice Chair	Second District	GARY OVITTS	Fourth District
JOSIE GONZALES	Fifth District		

DE GARMO DRIVE NEIGHBORHOOD WATCH

1006 De Garmo Drive
Los Angeles, California 90063

December 15, 1998

Larry De Crona, President
Superior Property Services
1415 E. McFadden Avenue, Suite D
Santa Ana, California 92705

Dear Mr. De Crona,

We would like to express our heartfelt thanks and commend you for giving up your Saturday and for your efforts toward making the MIRACLE ON DE GARMO DRIVE happen during our Community Clean Up Day on De Garmo Drive on Saturday, November 14, 1998.


You were the first person to arrive at 7:00 a.m. You took the initiative to cut down several trees with a chain saw on several hillside properties. The removal of trees on the site of the demolished basement was especially significant. Now the Sheriffs have clear visibility from the street thus discouraging gang loitering and initiation rites. This in itself will directly deter criminal activity on this and other properties.

Of course, we appreciate you and your staff's prompt response for graffiti removal which has been many times over since October when we received your 1-800 number. Your staff works diligently and completes the painting and sand blasting carefully and without disrupting the residents or flow of traffic.

Because of your giving spirit, De Garmo Drive residents have a safer and cleaner neighborhood of which we can be proud. The fruits of your labor are enjoyed everyday, and we thank God for caring individuals like you who are willing to do for others for the common good. Mr. De Crona, your generous contribution proved your commitment to the vision of transforming East Los Angeles into the best place to live.

Looking forward to working with you in the future.

Gratefully,


Esther P. Rodriguez, Block Captain
De Garmo Drive Neighborhood Watch Program

c: Gloria Molina, Supervisor St. District

COMMUNITY GANG REDUCTION PROJECT, INC.

4530 E. Cesar Chavez Ave., Los Angeles, CA 90022 PHONE (213) 261-1555

July 27, 1998

Mr. Larry Decrona, President
Superior Property Services
1415 E. McFadden Ave., Suite D
Santa Ana, CA 92705


RE: Graffiti Abatement Program

Dear Mr. DeCrona:

The Board of Directors of the Community Gang Reduction Project, Inc., have decided that due to our current schedule, we are unable at this time to take on an additional project. However, we are grateful for the opportunity of both meeting with you and learning about your program. We believe your company has been very effective in reducing the graffiti problem in our community.

Although we are unable to assist you at this time, we appreciate your consideration of our organization. We hope for a future collaboration with your company in its efforts to combat graffiti in our community. Please feel free to contact us at (213) 261-1555.

Sincerely,


Dan Almaraz
President



COUNTY OF ORANGE

PUBLIC FACILITIES & RESOURCES DEPARTMENT

Vicki L. Wilson, Director
300 N. Flower Street
Santa Ana, CA

P.O. Box 4048
Santa Ana, CA 92702-4048

Telephone: (714) 834-2300
Fax: (714) 834-5188

November 19, 2002

Superior Property Service
Larry DeCrona
1415 E. McFadden Suite D
Santa Ana, Ca. 92705

To Whom It May Concern:

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This company has been doing graffiti removal, painting and steam cleaning for various County of Orange facilities for the past two and half years.

The company has performed in a satisfactory manner.

If you have any questions regarding Superior Property Service, please do not hesitate to give me a call at 714-567-7750.

Sincerely,

A handwritten signature in black ink, appearing to read "Norman Hamaker".

Norman Hamaker
Contract Services Supervisor



October 4, 2000

Larry DeCrona
Superior Property Services
1415 E. McFadden Avenue, Suite D
Santa Ana, CA 92705

Dear Larry:

We cannot thank you enough! Not only did you and your staff see that we had freshly painted and attractive cottages for the abused children we serve and the big 20 Year Celebration we put on on September 24, but you gave us a special price, did extra work, and saw that it was all done in time for our celebration. On behalf of the children, staff, and Board of Directors of Canyon Acres Children's Services, we want to express our deep appreciation for you "going the extra mile" to help Canyon Acres and the children. Both here and as part of the earlier Friends of IREM work project on the Ranch House, you have been a terrific friend. Thank you so very much for your kindness and generosity!

It is organizations like yours that have significantly contributed over the last 20 years to the top quality residential care and mental health treatment we have been able to provide Orange County's most severely abused and emotionally troubled children. We are exceedingly grateful for your contributions.

Sincerely,

Clete J. Menke, MS
Executive Director

Diane E. Wright, JD, MSW
Director of Development

Larry -
Thanks again for your work -
The homes look great! Clete

LAND USE SERVICES DEPARTMENT



COUNTY OF SAN BERNARDINO
PUBLIC AND SUPPORT
SERVICES GROUP

CODE ENFORCEMENT DIVISION

385 North Arrowhead Avenue • San Bernardino, CA 92415-0185
(909) 387-4044 • Fax (909) 387-4243

MICHAEL E. HAYS
Director

October 27, 2005

To Whom It May Concern:

RE: SUPERIOR PROPERTY SERVICES, INC

Please be informed that Code Enforcement Division has been contracting with this company for graffiti removal services. The company has provided excellent service to this Division and the community they work at. They have made our job easier with their "can-do attitude" and willingness to help.

I highly recommend Superior Property Services for any and all graffiti removal services. If I can be of any assistance, please call.

ARNIE GUILLERMO, Supervisor
Code Enforcement Division

Post-It® Fax Note	7671	Date	10-27	# of pages	1
To	Ren	From	Arnie		
Co./Dept.	Superior	Co.	SB Code Enf.		
Phone #		Phone #	(909) 458-1540		
Fax	(714) 285-1102	Fax #			

MARK UFFER
County Administrative Officer

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JOSIE GONZALES	Fifth District		

**Friends
of
the
Los Angeles
River**

*La Gran Limpieza
April 22nd and 24th, 1999*

May 8, 1999

Larry DeCrona & Ronald Bruneck
1415 E. McFadden Ave
Suite D
Santa Ana, Ca 92705

Dear Larry & Ron:

On behalf of Friends of the Los Angeles River and myself, thank you for being so helpful with the 10th Annual Great Los Angeles River Clean-up. I couldn't have done it without your chipping in when I most needed it. I am so grateful for your help in picking up the water, in helping us with Long Beach and in returning the tables to Jill. Your generosity is inspiring and appreciated.

We estimate that over 2,000 volunteers came down to our combined 10 sites to help remove nearly 35 tons of debris from the River. We had a large student and youth participation this year, which is terrific, as they created new relationships with the River and came to understand FoLAR's River revitalization efforts.

If you have any suggestions or comments regarding your experience please call me at 818-343-4325 or Melanie Winter at FoLAR 323-223-0585.

Thank you again. Your group made our day go smoothly and we are grateful for your efforts. I hope you will pass on the kudos to your teams.

Sincerely,



Barbara Gonzalez
Event Coordinator

Cleanup address:
17127 Vose Street
Van Nuys, CA 91406

818-343-4325 hotline & fax
BOnTheMove@earthlink.net

LOS ANGELES UNIFIED SCHOOL DISTRICT
Local District 5

Rowan Avenue Elementary School

600 South Rowan Avenue Los Angeles California 90023
(323) 261-7191 FAX: (323) 261-0610
5013C Tax ID# 95-6101193

Roy Romer, Superintendent of Schools
Carmen Schroeder, Local Superintendent

Frank Beltrán, Principal
Patricia Ann Staten, Asst. Principal
Sylvester Harris III, Asst. Principal

July 7, 2005

Dear Superior Graffiti Services,

On behalf of Rowan Ave Elementary School and the surrounding community, we thank you so much for your generous contribution to our East LA Mural Painting Day on June 25th, 2005. We sincerely appreciate your donation of 1800 square feet of paint primer and graffiti protective coating, as well as the time and services provided by your crew. Included is a certificate of appreciation from County Supervisor Gloria Molina acknowledging your significant contributions. We could not have had such a successful event without your support.

Over 350 community members including students from Rowan Ave ES, Hollenbeck MS, Stevenson MS, Garfield HS, and Roosevelt HS enjoyed participating in the Mural Day together. We also had many family members, community organizations, media, and representatives of School Board member David Tokofsky and Supervisor Gloria Molina in attendance. The event was truly a community effort, encompassing over 20 participating organizations and donors. We gratefully acknowledged your contribution on a poster displayed at our welcome table.

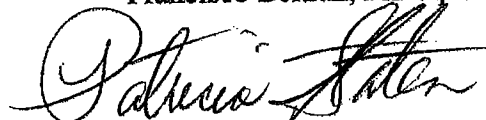
The beautiful mural, located on Princeton St. between S. Rowan and S. Eastman, spans 300 feet. It tells the story of the history of the East Los Angeles area, celebrating cultures from the Aztecs to the Gabrieleños, local Native American inhabitants. The mural serves a dual purpose: to deter graffiti for years to come, and to teach a lesson about heritage, respect, and knowledge. The huge success of this event was a testament to the entire community that together we can create positive changes in our world.

We invite you to come and see this wonderful piece of community art at any time. Once again, thank you for helping make this empowering day possible.

Sincerely,



Pearl Chang Esau, Mural Day Coordinator


Francisco Beltrán, Principal
Patricia Staten, Assistant Principal
Sylvester Harris, Assistant Principal